

# Exhibit F

## DHBC Guidance on Partial Permits

## PARTIAL PERMITS

The Building Code Official is authorized to issue a permit for any part of a building or structure before the plan complete package has been submitted. Upon request, the Building Code Official is also authorized to issue partial permits if an entire plan package has been filed but falls short of meeting the requirements for full permit.

The issuance of a partial permit is contingent upon adequate information and details having been filed to demonstrate compliance with all pertinent requirements of the Code.

## SITE / FOUNDATION

The following items are required before a Site and Foundation Permit is to be issued. Not all items will be applicable on each project. All drawings shall be dimensioned and drawn to scale.

☐ **ARCHITECT/ENGINEER**

The services of an Architect or Engineer shall be confirmed. When their services are required, the plans shall bear the seal and signature of the Architect and/or Engineer (KRS 322/323 and Table 122.1 of the KBC)

☐ **SITE PLAN**

A site plan showing the location of the building and its distance to property lines and other buildings on the same property and finished grades shall be submitted. (Section 106.2 KBC)

☐ **SITE SURVEY**

A plan illustrating the location of property lines and bearing the seal and signature of a land surveyor shall be submitted. (Section 106.2 KBC)

☐ **NOTICE:**

Information for the installation of underground sprinkler supply lines shown on the site plan is not covered under a site and foundation permit. A separate letter of approval or disapproval shall be required for this work. This work shall be performed by a Kentucky licensed sprinkler contractor. (refer to Krs 198B.660)

☐ **FOUNDATION PLAN**

A foundation plan and details shall be submitted, including anchorage details. This includes final anchor bolt plans from pre-engineered metal buildings,

☐ **FLOOR PLANS**

A floor plan of the building with sufficient information to identify all areas and the Use Group shall be submitted. (Chapter 3, KBC)

☐ **Seismic Design Data & Letter of Special Inspection**  
(Sections 1603.1.5 and 1704)

☐ **CONSTRUCTION TYPE**

Sufficient construction details (i.e. exterior walls, interior bearing structure and floor/roof assembly) shall be submitted to confirm the building will comply with the minimum construction required. (Chapters 5 and 6 KBC)

☐ **FIRE WALLS**

If a fire wall is provided, the location of this wall shall be identified on the foundation and floor plans. A full height section through the wall shall be submitted.

**FIRE WALL-** A wall designed with a noncombustible material, specified fire rating and structurally independent to allow collapse of construction on either side without causing collapse of the wall itself. A fire wall shall be continuous from footer to or through roof. (Section 705. KBC)

☐ **SUPPRESSION SYSTEM**

Fire suppression design criteria shall be submitted when the project requires a sprinkler system involving more than 10 sprinklers. This applies to limited area systems as well as full coverage systems. (Section 903.2 and 302.1.1, KBC)

☐ **ADDITIONS**

If the proposed structure is an addition to an existing structure, information confirming the following shall be submitted for the existing building: (Section 3403 KBC)

- a) Construction Type;
- b) Fire wall location, construction and fire rating;
- c) Building Area
- d) Number Stories
- e) Use group Classification; and
- f) Type suppression system (Full coverage of limited area).

☐ **FEE**

The architectural plan review fee shall be paid in full before any release for construction can be issued. (Section 121 KBC)

☐ **FAST TRACK ELECTIVE**

For applicants seeking a quicker footing and foundation review only. The drawings and documents identified above submitted by close of business any Wednesday, for a S/F review the following Friday afternoon. Fee shall be calculated from Table 121.3.1 plus an additional 50% of the full fee. Additional fee shall not be less than \$400 and not more than \$3000.

# Exhibit G


NOTE: THERE IS NO EXHIBIT G ATTACHED.

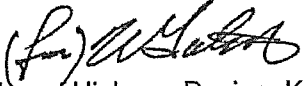
# Exhibit H


## Traffic Study



TO: Sam Ruth  
Commissioner, Finance and Administration Cabinet

THROUGH: Steve Waddle, PE   
State Highway Engineer, Kentucky Transportation Cabinet

THROUGH: Jeff Jasper, PE   
Director of Division of Highway Design, Kentucky Transportation Cabinet

FROM: Wendy Southworth, PE   
Division of Highway Design

SUBJECT: Capacity of KY 676 (East-West Connector) and Sower Boulevard Intersection  
with the addition of two possible State Office Buildings on the Carpenter Farm  
Tract

Per your request, an engineering analysis has been performed on the current KY 676 (East-West Connector) and Sower Boulevard intersection and its ability to handle an increase in traffic volumes due to the construction of two state office buildings. By determining the overall capacity of this intersection, it is possible to determine if this intersection will exceed its available capacity with the construction of two new state office buildings. And further if the intersection does exceed capacity with the construction of two new buildings, how many employees can utilize the new facility without causing capacity issues at this intersection.

This intersection is located between two major intersections. The KY 676 (East-West Connector) and KY 1659 intersection is approximately half a mile west of the KY 676 and Sower Boulevard intersection. KY 1659 is Martin Luther King Boulevard to the north, which is a major route to other state office buildings within Frankfort. The KY 676 (US 421) and US 60 Interchange is approximately one and a half miles east of the KY 676 and Sower Boulevard intersection. The KY 676 and Galbraith Road intersection is a minor intersection located between Sower Boulevard and US 60 on KY 676 and carries traffic into a residential area that connects to US 60. (See the attached Location Map)

In order to address the future capacity of the KY 676 and Sower Boulevard intersection the existing traffic has to be analyzed. The existing intersection geometry consists of two KY 676 east bound through lanes with a right turn lane onto Sower Boulevard and a left turn lane into Wilson's Nursery, and includes a total approach width of 48 ft (4 lanes at 12 feet each). There are also two KY 676 west bound through lanes (one through lane shares with right turn vehicles into Wilson's Nursery) and a left turn lane onto Sower Boulevard with a total west bound approach width of 36 ft (3 lanes at 12 feet each). The Wilson's Nursery access entrance includes one exit lane and one entrance lane with each lane measuring 15 feet and total entrance width of 30 feet. The Sower Boulevard approach consists of one left turn lane (onto KY 676 west bound), one through lane (into Wilson's Nursery) and one right turn lane (onto KY 676 east bound) with a total approach width of 36 feet (3 lane at 12 feet each).

Based on the current geometry of the KY 676 and Sower Boulevard intersection, an intersection capacity analysis was utilized to determine the maximum capacity of the intersection. Assuming that maximum capacity will occur at a Level of Service (LOS) D, the corresponding capacities of the Sower Boulevard approach and the KY 676 east bound approach are 1,900 vehicles per

hour (vph) and 2,400 vph respectively. Therefore, the overall maximum capacity of the intersection would be 4,300 vph. The current volume through this intersection is estimated to be 2,100 vph which is approximately half of the maximum capacity for the intersection. Further analysis using the Highway Capacity Software was utilized and a very similar conclusion was made.

With the construction of a large state office building and a small state office building, there is the potential for 1,650 employees to utilize the new facility. Although the number of vehicles traveling through the intersection would be greatly increased, based on the maximum capacity determined for the intersection, the intersection should continue to operate at an acceptable Level of Service. With the additional anticipated traffic due to the future development, the KY 676 and Sower Boulevard intersection should not exceed the maximum capacity for the intersection. However, it is important to note that an increase in delay is likely to occur on the US 60 Bypass, but it should not hinder the operation of the bypass as a whole. Also, with the addition of the two buildings, Sower Boulevard would have to be extended to the west to provide access to these buildings. The estimated cost for the Sower Boulevard extension is \$700,000.

However, if after construction of the two proposed office buildings, it is determined that the existing intersection is not performing as well as anticipated, the development of an additional approach connecting Sower Boulevard to KY 676 may need to be designed to relieve some of the traffic from the Sower Boulevard and KY 676 intersection. Several preliminary alternates have been reviewed for this study. A four-lane curb and gutter urban typical section with an eighteen foot median was utilized for these preliminary alternates. As shown in the attached maps, one of the alternates, East-West Connector Access, would connect Sower Boulevard to KY 676 at an existing undeveloped access point which already includes both a left and right turn lane onto the access road. Another alternate, Glenns Creek Road Access, would connect Sower Boulevard with KY 1659 (Glenns Creek Road) approximately 1,500 feet south of the KY 676 and KY 1659 intersection. This alternate would require a significant amount of excavation, therefore greatly increasing the estimated cost as compared to the East-West Connector Access. The final potential alternate included a cross country alignment going towards I-64. This alternate would include a new bridge across the Kentucky River and because of extensive construction cost, this alternate was not developed any further.

Below is a table showing the preliminary construction estimates for the above alternates. Please note that the estimated costs are construction cost only and do not include right of way or utility costs.

Alternate Description	Estimated Cost (Construction Only)
East-West Connector Access	\$2,000,000
Glenns Creek Connector	\$4,435,000
I-64 Connector	\$20,000,000 (Interchange not included)

In summary, the Kentucky Transportation Cabinet (KYTC) believes that the current intersection geometry is adequate to handle the additional volume of vehicles, if both, the large office building and the small office building are constructed in the Sower Boulevard Development. KYTC also believes that additional funds of approximately \$50,000 should be made available for upgraded signalization and striping for this intersection.

If there are any questions or concerns concerning the results as explained above, please feel free to contact KYTC-Division of Highway Design.



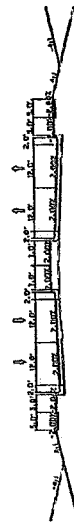
KY 676 (EAST-WEST CONNECTOR)  
AND SOWER BLVD INTERSECTION  
LOCATION MAP



COUNTY OF	ITEM NO.	SHEET NO.



TYPICAL SECTION USED FOR ESTIMATION PURPOSES  
(NOT TO SCALE)



EAST-WEST CONNECTOR ACCESS

SCALE: 1"=200'





# Exhibit I

## General and Specific Project Requirements/Specs

**PROPOSED OFFICE BUILDING  
SOWER BLVD. "CARPENTER FARM" PROPERTY  
Minimum Building Standards  
FOR  
FINANCE AND ADMINISTRATION CABINET  
DEPARTMENT FOR FACILITIES MANAGEMENT AND  
SUPPORT SERVICES  
THE COMMONWEALTH OF KENTUCKY**

**Purpose**

The purpose of these design standards is to outline the minimum standards required by this RFP relating to building systems design and material selection for The Commonwealth of Kentucky lease-to-own office facility proposed in this RFP. These standards have been prepared with the intent to provide only specific quality and/or performance issues of primary concern to the Commonwealth of Kentucky for this building. The Commonwealth expects that the total building design will provide maximum utility and energy efficiency, requiring a minimum of maintenance and operational expense for the long term.

These standards set specific design minimum standards for the proposed office building construction components and systems of specific interest to the Commonwealth, but does not address all building components and systems that will be offered or entertained as proposed. Adherence to these specific standards is mandatory; however any equal or improved concepts, methods, or products are encouraged and will be given full consideration.

**Design Phases Documents**

The Lessor shall submit to the Division of Engineering and Contract Administration, Department for Facilities Management and Support Services, Finance and Administration Cabinet, Commonwealth of Kentucky, (DECA), three (3) sets (Half size scaled sets are acceptable) of complete design documents, for review and acceptance at interval points during the design process when the Lessor desires a review of the design in progress but no less than at 50% and 75% completion of design. Allow five working days for the review of acceptance of these documents prior to start of construction related to the documents submitted. Acceptance of these documents does not waive the Lessor's responsibility to comply with the provisions of the Lease and with all applicable building codes.

At the 75% completion of design, the Lessor's Architectural/Engineering team is to meet with DECA to review the design in detail at that point. This meeting shall be held at DECA Offices, 403 Wapping Street, Frankfort, Kentucky.

**Construction Documents**

The Lessor shall submit to the Division of Engineering and Contract Administration, Department for Facilities Management and Support Services, Finance and Administration Cabinet, Commonwealth of Kentucky, (DECA), three (3) sets of complete construction documents (full scale) bearing the seal and signature of a licensed architect and/or engineer in the Commonwealth of Kentucky, for review and acceptance prior to permit application and start of construction. Allow five working days for the review of acceptance of these documents prior to start of construction related to the documents submitted. Acceptance of these documents does not waive the Lessor's responsibility to comply with the provisions of the Lease and with all applicable building codes.

Construction documents are to include all architectural, civil, structural, mechanical, and electrical drawings and specifications as required for construction. Construction documents shall include a complete civil engineering site plan indicating boundary with existing topographical grades and elevations, demolition, erosion plan, grading, lighting, utilities, building location, sidewalks, parking lot, drives, curbs, fences, signs, landscaping, and other site considerations. Comply with the requirements of the Frankfort/ Franklin County Planning and Zoning Commission for all site work documentation.

For Mechanical/ Electrical/ Plumbing, Fire Suppression, Fire Alarm, etc.: drawings and specifications are to have the items included from the charts at the end of this standard incorporated into the design.

Prepare a Commissioning Plan utilizing appropriate planning and communication tools, design and construction phase forms and checklist, functional performance testing, statistical inspections, and other appropriate methods to assure the Project functional success.

### **Periodic Review Meetings with the Commonwealth**

The Lessor, Architect/Engineers, and Major members of the Construction team shall meet with representatives of the Department for Facilities Management and Support Services, Division of Real Properties and Division of Engineering and Contract Administration prior to the commencement of construction for the purposes of reviewing the CPM schedule, to provide copies of all permits, reviews and other necessary documents for the start of construction, to discuss pertinent construction and site issues and to review the overall building plan. The Lessor shall issue minutes of meetings to all participants within five working days of the meeting.

The Lessor, Architect/Engineers, and Major members of the Construction team shall meet with representatives of the Department for Facilities Management and Support Services, Division of Real Properties and Division of Engineering and Contract Administration for periodic status/ progress/ construction review meetings on at least a monthly basis. The Lessor shall issue minutes of meetings to all participants within five working days of the meeting. These meetings will consist of review of the project schedule, review of major construction issues and processes. During these meetings, there will be on-site construction inspections to verify the provisions of the drawings and specifications are being met.

Representatives of the Department for Facilities and Support Services, Division of Real Properties and Division of Engineering and Contract Administration shall be granted unfettered access to the construction site during the construction period of this building for the purposes of reviewing the progress of the work, the quality of construction, the adherence to the accepted Construction Documents, and for their own planning purposes. These representatives will be provided access for review of the current updated project schedule, all shop drawings and other project related documents, all inspection reports of the Architect/ Engineers, Project Superintendent Daily Reports, Inspection reports from the various Governmental Building Code Enforcement Official, etc.

The Department for Facilities and Support Services, Division of Real Properties and Division of Engineering and Contract Administration will conduct a "punch list" review of the construction as defined in the RFP and provide a written "punch list" of deficiencies that may not prohibit the Occupancy of the building but will be required to be completed within the prescribed time period after Occupancy.



## The Project Site:

### Site Owned by the Commonwealth of Kentucky

The proposed building is to be constructed on existing land owned by the Commonwealth of Kentucky on the "Carpenter Farm" (Referred to in the RFP as the "Sower Boulevard Property") that is within the legal boundaries of the City of Frankfort, Kentucky.

"Sower Blvd" Site: Currently owned by the Commonwealth of Kentucky consisting of what was originally part of a farm tract. The site is bounded by the State Centralized Laboratory Building with a Central Utility Plant (CUP) to the north, an undeveloped tract of land owned by the City of Frankfort and the Kentucky Public Service Commission Building to the east, the bluffs of the Kentucky River at Trumbo Bottom to the south and an undeveloped tract of land owned by a private corporation to the west. (Attached is a property and topographical survey and a Geotechnical Study of the existing property for use by the Proposed Lessor). There exists an electronic version of the boundary survey and topographical map of the site that will be made available upon request to any Offeror that desires this information provided in AutoCad compatible format.

**Zoning of the property.** The current project site is zoned SG (Special Government); however, upon conveyance of the site to the successful Offeror, the zoning will revert to (PO)Professional Office. This zoning classifications reversion is consistent with the requirements of this RFP where the site will be under private ownership and building can be leased to the Commonwealth for office space.

**Access.** Access to the "Carpenter Farm" site is provided by an existing four lane road intersecting with the East-West Connector to the north. Sower Boulevard currently terminates at the entrance to the Kentucky Public Service Commission site and is to be continued by the Lessor into the proposed building site.

**Utilities:** The existing CUP's existing chiller capacity would not be large enough for additional loads and therefore any additional development would require its own chilled water plant. There is an existing 12-inch municipal water main which could be extended onto the property for domestic and fire protection service. Sanitary sewers which flow by gravity to municipal sewers are available for connection. Natural gas can, if required, be supplied by Columbia Gas of Kentucky Company's system. Electrical service provided by a municipal system is to be provided through underground distribution in keeping with other adjacent buildings. Internet service is available by a municipal system and is to be provided through underground distribution.

**Traffic:** A preliminary analysis by the Kentucky Transportation Cabinet has indicated that the existing traffic infrastructure is capable of servicing the addition of the 1600 person proposed building without any anticipated significant improvement. The Commonwealth has developed and stands by this preliminary traffic analysis. However, the proposed Lessor must obtain a final determination from the Kentucky Department of Transportation prior to commencement of construction. The development plan should provide planning for a second means of vehicular access and egress to the west even if the access is not required for this project.

In the Traffic Study prepared by the Kentucky Transportation Cabinet, there is an allowance set aside of \$50,000.00 for the purpose of minor improvements to the intersection of Sower Boulevard and the main highway (KY 676 – East/West Connector) that was identified as necessary by the Traffic Analysis. The Offeror will need to include this allowance in the cost of the work, since the successful Offeror may be responsible for reimbursing the Kentucky Transportation Cabinet for this work.

In the Traffic Study prepared by the Kentucky Transportation Cabinet, there are two alternatives 1) to Glenns Creek Road Connection and 2) East-West Connector Access. These two alternatives are not a requirement of this RFP solicitation. For purposes of this RFP, site design should provide for Sower Boulevard to be extended (either in this site design or at some future time) to the west boundary line of the subject property of the RFP. It is anticipated at some future date, the Offeror may need to convey/declare as a 100 foot wide right of way to the City of Frankfort, this Sower Boulevard extension. At the time of conveyance/declaration, it is anticipated that the City of Frankfort would assume responsibility for maintenance and snow removal of this extension. The construction of this extension is not a requirement of this RFP, as long as provisions are made that would allow this extension should it become necessary at a future date. Should the construction of this extension be necessary at some future date, the entity/developer constructing a future building or development that needs this extension would need to negotiate with our Offeror for an easement and the cost of the extension and construction of Sower Boulevard that can be dedicated to the City of Frankfort.

**Environmental:** There is no evidence of any hazardous materials being encountered on site. In addition, at the request of the City of Frankfort, a Cultural Resource Assessment was conducted on the entire "Carpenter Farm", including the proposed building site. The findings of this report did not indicate evidence of either historic or prehistoric sites within the proposed site area.

The City of Frankfort completed a Phase 1 environmental assessment when originally purchasing the entire "Carpenter Farm", upon which the proposed project site and the surrounding developed area is located. There were no observed environmental issues. There is a Native American burial ground, located near the power tower, to the front of the Commonwealth Credit Union property, closer to the East-West Connector (KY 676). The Commonwealth does not have a copy of the City's Phase 1 study, however, the results of the City's Phase 1 are included in this RFP for information.

**Geotechnical Information.** Included in the attachments to this RFP is a Geotechnical Investigations Report prepared by S&ME of Lexington, Kentucky. The Geotechnical study included approximately 88 core samples. The Geotechnical study found the presence of shallow soils to bedrock in several locations as well as locations of "sinkholes" that should be taken into account in the design of this site and building. Please see the Geotechnical Report for more information. Should the Offeror desire to investigate the subsurface conditions of this site beyond the investigation undertaken by this study, they will be granted access to the site for this investigation. The cost of any additional investigation shall be borne by the Offeror without reimbursement by the Commonwealth.

### **Site Planning and Design**

The Lessor shall comply with the Local Frankfort/ Franklin County Planning and Zoning Requirements for site design. The Lessor is responsible for any fees or permits required by the Frankfort/ Franklin County Planning and Zoning Department associated with the development of this site or the construction of the building, including but not limited to a the required local building permit.

**Gradients:** At turf areas provide positive drainage – between 3:1 and 1 percent (2 percent desirable), steeper than 3:1 requires ground cover or other erosion control, steeper than 2:1 is not acceptable. Terracing is acceptable if access for lawn equipment is provided. Parking lot drives shall not be crowned but shall have positive drainage. Provide areas for piling of snow in multiple locations adjacent to the parking lot.

**Service drives** are to be accessed from site circulation drives, properly signed as service only, screened as much as possible, separate from parking access and may be of one way design.

**The parking lot** to be constructed in accordance of this RFP must comply with the requirements of the Frankfort/ Franklin County Planning and Zoning Ordinance and shall take into consideration the design criteria indicated in the geotechnical report provided as part of this RFP. The Construction of either concrete parking pavement or bituminous parking pavement is at the option of the Offeror. NOTE: The requirements of Frankfort/ Franklin County Planning and Zoning stipulate that 25% of the parking stalls be constructed of a permeable pavement. It is possible that the Offeror may want to request a waiver to this requirement from the Zoning Board. Should the Offeror make such a request, the Commonwealth will not contest this waiver if granted by the Zoning Board.

Provide the number of parking spaces required by the Frankfort/ Franklin County Planning and Zoning Ordinance. As a reference to the calculation of required spaces we offer the following that should be verified with the City Planning Department: 3 spaces per 1,000 gross square feet of building (including a required number of spaces designated for handicapped parking). See the next paragraph for parking space requirements in addition to that required by the Frankfort / Franklin County Planning and Zoning Ordinance. Any proposal that does not meet or exceed this minimum requirement will be deemed non-responsive.

Even though the Frankfort Planning and Zoning Ordinances include the ADA Accessible parking within the calculation indicated above for minimum parking spaces necessary, this RFP requires the number of ADA Accessible parking spaces to be in ADDITION to the minimum required by the Zoning Ordinances. These spaces shall not be counted in the number of spaces required by the Frankfort Planning and Zoning Commission. Any proposal that does not meet or exceed this minimum requirement will be deemed non-responsive.

Provide visitor parking and signage equal to (AND IN ADDITION TO THE REQUIREMENTS OF THE ZONING ORDINANCE REQUIREMENTS) the number of spaces designated for ADA Accessible parking. Indicate a two-hour time limit for parking in these spaces. Visitor parking area(s) shall be visible and convenient to the public entrances to the building. These spaces are to be in addition to the number of spaces required by Frankfort Planning and Zoning Commission Regulations for the building. These spaces shall not be counted in the number of spaces required by the Frankfort Planning and Zoning Commission. Any proposal that does not meet or exceed this minimum requirement will be deemed non-responsive.

**Remote Shelter Pavilions in parking lot:** From a main building entrance on each of four sides of the building, the Commonwealth requires a minimum of four (4) remote shelter pavilions in the parking lot to provide refuge from adverse weather for employees from who must traverse the parking lot more than 200 linear feet to the building. These remote shelter pavilions must be structurally sound to withstand all structural loading that is anticipated including wind uplift for I-90 winds, have three enclosed sides, have concrete floors, be ADA accessible, and have bench seating. The remote shelter pavilions shall be constructed of durable materials and aesthetically similar to the building façade design. Any proposal that does not meet or exceed this minimum requirement will be deemed non-responsive.

**Landscaping** shall be native plants that do not require irrigation and only routine maintenance. Landscaping shall comply with the requirements of the Frankfort/Franklin County Zoning Ordinances.

**Any mechanical equipment** located on the exterior of the building shall be properly screened (either with screening similar in construction to the building facades or landscaping) and isolated from the main entrances into the building.

**Dumpsters, dumpster pad and screening** shall be as required by the Frankfort/ Franklin County Zoning Ordinances.

### The Project Building:

#### Office Building Planning and Design

At the time of this RFP it has not yet been determined the exact agencies/tenants that the building will house. The Commonwealth has several significant needs for this space to accommodate various portions of employees and agencies for the purpose of administering the governmental services necessary to be provided by state government. The current spaces used to house these employees and agencies are no longer going to be available to the Commonwealth due to either a current Landlord that has indicated that its own organization needs the current space at the end of the Commonwealth's current lease or from buildings currently owned and operated by the Commonwealth that need to be vacated permanently.

**The minimum size of this building** must be 360,000 gross square feet plus the 4,700 gross square footage required by the "white space" required for the snack/vending/ food service space on the first floor defined below. However, it is desirable to the Commonwealth that this minimum gross square footage be exceeded as much as possible while complying with all other requirements of this RFP. The Selection Committee, at its option, may consider favorably a building that exceeds this gross square footage requirement while also complying with all other requirements of this RFP. This excess gross square footage will be considered during Phase II evaluations of "Value Added" items (a total score of 50 points may be awarded for the sum of all "value adds").

**Main Entrance Identification:** The main entrance to the building shall be distinctly visible and identifiable as the main entrance from the approach point where the Sower Boulevard intersects the property line. There shall be a clear vehicular path of approach from this approach point to the main entrance to the building.

**Building Envelope Minimum Standards:** The materials utilized for the construction of the building envelope shall be durable (35 year plus life expectancy); free of defects, deformations, obvious patching, "oil canning", or other imperfections; color stable and consistent without the use of field applied paint or other opaque coatings; thermally broken and insulated; and, vapor and moisture resistant.

When field applied or constructed materials (i.e. brick masonry, synthetic stone, metal building panels or site-cast-tilt-up concrete panels) are proposed for the building exterior, the design narrative shall explicitly describe the quality control techniques and methods that will be used to insure proper placement, construction, and installation.

**Space Planning Security Design:** Controlled access is required to the entire building from the exterior (at all building entrances) and to each individual floor. The Offeror is to provide a card access management system that is compatible with the existing Commonwealth of Kentucky access system operated by the Office of Building and Mechanical Services (Hirsch Version 3.5). The access system is to be capable of tracking the issuing and revocation of access cards along with generating reports of all access into the building. *Provide card readers at all building entrances, loading docks, and stairwell doors and elevators (on each floor and from within).* The Commonwealth of Kentucky will provide the access badges and

activation of these badges. A central data base computer is to connect all access locations, be equipped for stand-alone operation upon power failure and programmed for automatic locking/unlocking of building doors. The failsafe for exterior and interior doors with security is locked from the outside but provide free egress from the inside.

**Space Planning Offices:** Space planning will be performed by the Division of Real Properties space planner using the basic building plan provided by the Lessor in AutoCAD format. Since this space planning will not occur until after award of the lease, allowances will be used as indicated below and adjusted by change order to the lease once the space planning is completed. For the purposes of the lease proposal in response to this RFP, assume the following allowances:

Five Cabinet Secretary Office suites (each of same size, configuration, windows, and similar quality views as much as possible) with:

1 Cabinet Secretary office (250 sf, with door to the administrative assistant area and into the conference room). Walls to extend to deck and be insulated with sound batt insulation, doors shall be lockable)

2 Deputy Secretary offices (175 sf. with door to the administrative assistant area). Walls to extend to deck and be insulated with sound batt insulation, doors shall be lockable)

2 Staff Offices (125 sf. with door to the administrative assistant area). Walls to extend to deck and be insulated with sound batt insulation, doors shall be lockable)

1 Copy room with room for a copier, and kitchenette with microwave (NIC), two compartment sink, under-counter refrigerator (NIC), base and overhead cabinets and room on counter for coffee maker (NIC). Walls to extend to deck and be insulated with sound batt insulation.

1 Administrative Assistant area (with desk and files), include a small waiting area for six persons.

Conference Room for 20 persons (with door to Cabinet Secretary Office and to administrative assistant area).

*NOTE: The five required Cabinet Secretary Office Suites shall be initially distributed equally throughout the building, however, with the space planning that will follow the award of this Lease, the exact location of each of the Office Suites will be determined by the Division of Real Properties.*

20 Private Offices scattered throughout the floors/plan (175 sf.) Walls to extend to deck and be insulated with sound batt insulation, doors shall be lockable)

50 Private Offices scattered throughout the floors/plan (125 sf.) Walls to extend to deck and be insulated with sound batt insulation, doors shall be lockable)

10 Conference Rooms (for 20 people) scattered throughout the floors/plan. Walls to extend to deck and be insulated with sound batt insulation, doors shall be lockable)

20 Conference Rooms (for 12 people) scattered throughout the floors/plan. Walls to extend to deck and be insulated with sound batt insulation, doors shall be lockable)

10 File Storage Rooms (500 sf. min) scattered throughout the floors/plan. Walls to extend to deck and be insulated with sound batt insulation, doors shall be lockable).

*NOTE: The required Private Offices, Conference Rooms, and File Storage Rooms shall be initially distributed equally throughout the building, however, with the space planning that will follow the award of this Lease, the exact location of each of the spaces will be determined by the Division of Real Properties.*

The remainder of the usable floor space will be fit out with cubicles with systems furniture (desk, under desk files, over compartment and 6' high walls) (NIC). Calculate total number of cubicles by the following size/percentages:

8x10	25% of Total
8x8	55% of Total
8x6	20% of Total

*NOTE: The required cubicle spaces shall be initially indicated throughout the building for the purpose of showing that the building configuration is adequate to allow for the number of cubicle spaces required by this proposal, however, with the space planning that will follow the award of this Lease, the exact location of each of the cubicles will be determined by the Division of Real Properties.*

Provide in lease proposal an allowance of \$1.00 per gross square footage of total building proposed to be used for providing specific room signage (not including directories and wayfinding signage indicated as required elsewhere). This allowance will be used by the Commonwealth to select and schedule office and cubicle signage that will be purchased and installed by the Offeror using this allowance as the maximum dollar limit for signage.

Provide for each cubicle space two data outlets and two duplex power outlets; provide for each private office two data outlets and two duplex power outlets at the desk location and two duplex power outlets on every other wall; provide for each conference room two data outlets and two duplex power outlets in the floor under the conference room table and three duplex power outlets on every wall; provide two duplex power outlets in break rooms; provide adequate power outlets in all other spaces for the equipment indicated to be installed. (These will be located specifically in the space plan provide by the Division of Real Properties space planner).

**Space Planning Entrances, Vestibules and Lobbies:** Divide major lobbies into secure/non-secure areas with provisions for card controlled access, for employee entrance and security controlled access for visitors. Provide security casework (for two guards and files) at main lobby. Built in casework shall be used as a security desk. Provide adequate power, phone, data and security equipment provisions. Provide directional wayfinding graphics and directories in the main lobby and in lobbies of each floor (near elevator banks). Provide wayfinding signage at stairways. Provide restroom and mechanical signage (ADA Compliant).

Finishes provided in lobbies, vestibules and other entrances shall be consistent with the finishes found in other buildings owned by the Commonwealth of Kentucky in public entrance areas, durable for high use, and easily maintained.

**Space Planning Loading Docks/Loading Areas:** Locate loading docks and loading areas separate from main entrance and locate convenient to freight elevator and major mechanical area. The access to the Loading Dock are shall accommodate a tractor trailer truck (53') and shall have adequate turning and maneuvering radiuses in the site design. Provide the Loading Dock with one overhead door 12' wide by 10' high (minimum). Loading dock doors are to be insulated overhead coiling type, with push button controls. Provide an adjacent 3' wide by 7' high man door to the dock door. Provide hydraulic dock leveler, dock

bumpers, dock lock, dock seals and edge guards. The Loading Dock area shall have a Receiving Area of at least 600 square feet. Provide an adjacent Receiving Office of 200sf. Provide a separate area for trash compactor and recycling area. Locate trash rooms adjacent to dock area and provide space for paper, glass and metal recyclable containers. This loading dock is envisioned for receipt of mail and other supplies that will be distributed immediately to the occupants of the building. No storage space is required in this area. The Loading dock area (outside) shall provide space for the location of two trash dumpsters and a recycling dumpster (This must be readily accessible from the building but does not need to be adjacent to it).

Finishes in Loading Docks/ Loading Areas shall be durable, easily maintained and appropriate for high use and prone to abuse areas.

**Space Planning Support Spaces:** Where possible do not locate mechanical equipment on roof. If necessary (with no other option) locate and centralize all mechanical equipment in a penthouse. Avoid scattering miscellaneous condensing units, exhaust fans and equipment on the roof. Locate equipment behind a screen wall and integrate into the building design. Provide roof walkway pads compatible to the roofing system to roof top equipment.

Allow for a 4,700 gross square footage "snack/ vending/ food service" area to be operated by the Department for the Blind (under agreement with the Commonwealth of Kentucky) or a private vendor (subleasing with the Commonwealth of Kentucky) on the first floor of the building. The Department for the Blind will provide all equipment and furnishings. When the fit up of the "white space" is known, the Commonwealth will negotiate with the Offeror a lease increase for the cost of fit-up of this space for the sub-tenant. Actual fitup configuration to be determined after award during space planning period.

As part of the RFP, the Offeror is to provide a stainless steel three-compartment sink with disposer, a handwashing sink, 2188 cfm exhaust hood similar to Accurex Model no. XXEW-210-S-X with Ansul model R102 wet chemical fire suppression system. (acutal location within the "white space" to be determined during space planning.)

Lessor will provide mechanical/ electrical service hookups at locations required by fit-up configuration design. The Offeror is to provide electrical power and water/ sewer connections as indicated by the space plan and negotiated in the lease increase indicated above. (Assume 20 Duplex outlets, two data outlets) (Assume three domestic water connections and condensate drains) (Assume a three compartment sink with hot and cold water supply and sanitary drain).

As previously indicated, this square footage required for the snack/vending/ food service area is in addition to the 360,000 total square footage requirement of the building.

**Options for Expansion.** It may be in the Offeror's best interest to plan for future expansion capabilities, since the Commonwealth is often in need of additional leasable space. The Offeror could potentially offer an expansion to the building in the future as a response to the RFP issued by the Commonwealth for lease space. However, please make note of the requirements for extension of Sower Boulevard should future expansion be accomplished, the Offeror, in this case, would be responsible for extension costs should the City of Frankfort require such extension due to the new site of the development. Also, please note that the Offeror cannot, by the terms of the proposed lease that will be entered into by this RFP, lease any portion of the building to an entity other than the Commonwealth.

**FINISH SCHEDULE:**

<b><u>Architectural Door, Room and Finish Standards</u></b>	<b>Lobby/ Commons</b>	<b>Confer- ence Room/ Office</b>	<b>Open Office Area</b>	<b>Toilet Room/ Janitor</b>	<b>Vending Room</b>	<b>Ext. Walls (Gen- eral)</b>	<b>Mech.- Elec. Rooms/ Machine Rm</b>	<b>File/ Storage Rooms</b>	
<b>Wall Type</b>	W1	W3	W5	W2	W4	W6	W7	W7	
<b>Door Type</b>	D1	D2	D2	D4	D5	D1 /D3	D4	D2/D4	
<b>Door Hardware</b>	H1/H2	H4	H3	H6/H4	*w/ Door	H1	H5	H4	
<b>Floor Type</b>	F1	F2	F2	F4	F3	-	F5	F3	
<b>Ceiling Type</b>	C1/C2	C1	C1	C1	C1	-	C2/C3	C1	
***Where the proposed finishes for these areas exceed this minimum requirement, a description of the proposed finishes shall be included in the Design Narrative.									
<b>Types Legend</b>									
<b>Designation</b>	<b>Construction Description</b>								
W-1	3-5/8" metal studs at 16"oc center with 5/8" gypsum board (painted, primer plus two coats) each face with acoustical insulation. Extend from finish floor to underside of floor or roof deck. Provide deflection track and seal tight to deck above.								
W-2	3-5/8" metal studs at 16" oc with acoustical insulation, 5/8" gypsum board (painted, primer plus two coats) on one face with 5/8" moisture resistant gypsum board and ceramic tile to 48" aff opposite face. Extend wall to roof or floor deck above. Provide deflection track above.								
W-3	3-5/8" metal studs at 16" oc with 5/8" gypsum board (painted, primer plus two coats) on one face with 5/8" gypsum board each face with acoustical insulation. Extend to roof or floor deck above. Provide deflection track above.								
W-4	3-5/8" metal studs at 16" oc with 5/8 " gypsum board (painted, primer plus two coats) each face with acoustical insulation. Clip to ceiling grid and provide 24" acoustical insulation at both sides of partition.								
W-5	3-5/8 inch metal studs at 16 inches on center with 5/8 inch gypsum board (painted, primer plus two coats) each face. Clip to underside of ceiling.								
W-6	3-5/8" metal studs with 5/8" gypsum board (painted, primer plus two coats) with cavity insulation. Extend 12" above ceiling. Extend insulation to underside of floor or roof deck								
W-7	Wall as required to achieve required fire rating. Provide acoustical control to adjoining spaces. Provide finish as appropriate.								
D-1	Aluminum storefront medium stile with side light								
D-2	Hollow metal frame and solid wood door/ side light. (painted, primer plus two coats)								
D-3	Hollow metal frame and hollow metal door/ side light or narrow light glazing (painted, primer plus two coats)								
D-4	Hollow metal frame (painted, primer plus two coats) and wood door (natural, stain)								
D-5	Overhead coiling storefront security grille in frame (painted, primer plus two coats).								
H-1	Panic bars, closer, lock, hinges, weatherstrip								
H-2	Aluminum push/pulls, closer, hinges, floor bumpers								
H-3	Mortise passage set, hinges, wall bumper								
H-4	Mortise lock set, hinges, wall bumper								
H-5	Mortise lock set, hinges, closer, wall bumper								
H-6	Push /pulls, closer, hinges, wall bumper								
F-1	Terrazzo or Synthetic Terrazzo with Stone Base.								
F-2	Carpet with rubber base								
F-3	Vinyl composition tile with base								
F-4	Ceramic floor tile with sanitary coved base								
F-5	No floor finish, provide anti-dusting sealer only								
C-1	Metal suspension system with acoustical lay-in ceiling								
C-2	2 1/2" gypsum board on metal suspension system, painted								
C-3	Open, no ceiling, no paint								



Note: The use of concrete masonry walls in areas other than Loading Dock/ Loading Areas. Elevator shafts and machine rooms, and Mechanical rooms is strictly prohibited.

### **Structural Design**

Verify with Lessee special floor loading requirements for computer room loads, special equipment loads and storage loads. In response to RFP assume that design will require 4 structural bays on two different floors (not stacked) for high density storage systems. Assume in the response to the RFP that these 4 structural days will be enclosed in a one-hour rated enclosure with two remotely located doors for egress. These doors shall be fire rated and operate with a card reader for access.

Provide for a communication room for each 30,000 square feet of usable office space in the building. This communication room shall be centrally located in the square footage area it services. This room shall be a minimum of 8'x10'. Provide six 20 amp 120 volt circuits and two 30 amp 120 volt circuits in each room. The HVAC system: supply cooling at 5,000 BTU for each Communication Room independent to the HVAC system for the building.

Diagonal structural bracing is not to be located at exterior perimeter walls in conflict with window openings or doorways.

### **Building Roof System**

Roofs shall be sloped (a minimum of 1/4" per foot) to prohibit snow and ice slide off onto entry doors. Do not use tapered insulation to achieve this slope, but utilize a slope in the roof structure. Use cold roof design in heavy snow areas to prevent snow and ice build-up. If sun-shading devices uses, provide method to avoid ice and snow build-up on these devices. Flat or level roofs are not permitted.

Provide either a membrane roof system or a metal roofing system (or a combination of the two) as outlined below. At the end of the lease period, with the transfer of ownership to the Commonwealth of Kentucky roof systems shall have a minimum of five years of specified warranty remaining.

**Membrane Roof Systems:** Provide a 2 ply modified bitumen system. The selected roof system must have a 20 year full system no-dollar-limit warranty which is to include insulation, fasteners, flashings, and roof systems accessories. Roof system manufacturer is to provide a roof inspection and roof report, with copies, to both the Lessor and DECA, as the representative of the Lessee, at project completion. Roof warranty shall commence at the date of Substantial Completion of the entire project. A non-white reflective membrane system is preferred. Roof insulation is to comply with the Kentucky Building Code and be installed in 2 layers, joints staggered.

**Metal roof panels:** Manufactured roof panels comprised of polyisocyanurate insulations sandwiched between 24 gage aluminum coated sheet steel with a Kynar 500 finish. Provide continuous snow fencing to prohibit snow slide-off on all sloped metal roof applications. Manufacturer is to provide a 20 year full systems no-dollar-limit warranty. Warranty shall commence at the date of Substantial Completion for the entire project.

Roof Mounted HVAC equipment should be limited to the greatest extent possible from being placed on the roof of the building.

### **Interior Components and Finishes**

**Installation standards:** Gypsum board shall be installed and finished per United States Gypsum Co. levels of gypsum board finishing as follows:

Level 1 finish: When above finished ceilings and concealed from view.

Level 2 finish: As a substrate for tile.

Level 3 finish: When to receive a heavy or medium textured finish.

Level 4 finish: In offices, corridors, and all areas not indicated above

**Door hardware:** For buildings owned or operated by the Commonwealth of Kentucky; furnish and install door hardware to comply the following: 1) Quality level: Heavy duty commercial. 2) Keying: Owner's (agency) requirements for keying and key control systems with master and grand master keying. Use Best 5-pin Cores. 3) Card operated opening devices are required where indicated elsewhere in this guideline. System to be compatible with Lessee's existing card operated system.

**Toilet and Bath Accessories:** Provide all necessary toilet accessories (except Paper Towel dispensers, Feminine napkin dispensers, soap dispensers and seat cover dispensers are NOT TO BE PROVIDED, these will be provided by an independent vendor working under separate agreement with the Commonwealth of Kentucky). (Provide blocking in wall and mark wall for location to be installed).

**Window Treatment:** Provide commercial grade blinds at all exterior windows. Provide chain for blade rotation and polyester chord for side draw.

### **Elevators**

For typical multi-stop application provide a traction passenger elevator system, 3,500 pound capacity minimum with a finish clear cab size of not less than 6 feet 8 inches by 4 feet 3 inches with a minimum ceiling height of 7 feet 11 inches. Provide Cab speed of 200-350 feet per minute. Elevator cabs are to have plastic laminate side walls, protective bumpers and skid-resistant vinyl composition tile floor surface. Furnish removable protective pads. A minimum of four (4) passenger elevators is required for the building.

A freight elevator (which can be one of the passenger elevators with removable protective pads) is required. As a minimum freight elevators shall be Class A, traction operated, with a minimum of 4,500 pound load capacity. Provide Cab speed of 200-350 feet per minute. Minimum clear cab size shall be 5 feet 4 inches by 7 feet. Ceiling height shall a minimum of 10 feet.

### **LEED Requirements/ Energy Considerations**

A minimum of "LEED Certification" is required to be utilized for this building. The Selection Committee may, at its option, evaluate a proposal favorably that provides a building design that proposes/ guarantees to achieve "LEED Silver" or higher by its design. The Design Narrative should include descriptive proof of the Offeror's history and ability to accomplish LEED Certified Design in previously constructed buildings as well as describe the methodologies and goals to be set forth for this specific building. Any proposal that does not meet or exceed this minimum requirement will be deemed non-responsive.

The Energy Considerations of this RFP is that the building shall comply with the Requirements of ASHRAE 90, 2010 edition.

### **Mechanical Systems**

Provide a building automation system to monitor and control lighting, ventilation, heating and air conditioning systems. Lessor shall provide the latest technology and technology integration for building automation systems. Fire alarm and security system must function as stand-alone systems with an interface to the building automation system.

Air filters are to be changed at the time of occupancy.

Each individual office space shall have independent temperature control. Open Areas shall be separate zones for spaces within ten (10) feet of an exterior wall. Otherwise, open spaces may have areas with similar occupancy and orientation controlled as a single zone.

In general, required space temperatures shall be 69 degrees F. (heating) and 72 degrees F. (cooling), maximum relative humidity of 55%. Computer Rooms – Special HVAC equipment required for Computer Rooms shall provide a maximum temperature in the room of 73-degrees F. (Temperature 73°F ± 4°F, Humidity 30-50%.)

**Ventilation requirements:** The design of ventilation and make-up air systems shall meet the requirements of the Kentucky Mechanical Code or ASHRAE 62.1 (use the more stringent requirements of either).

**Roof Mounted HVAC equipment shall be minimized.** Where roof top equipment is absolutely necessary, the equipment shall not be visible and shall be fully accessible for services with screening if needed for line of sight.

Design building envelope and building systems to maximize energy efficiency. Comply with the requirements of ASHRAE 90.1 (2010) standards.

The building heating system shall be connected to the emergency power system and shall be full-operable while running on emergency power. The building cooling system, with the exception of the electronic equipment rooms with dedicated HVAC systems, need not be operable with the emergency generator.

**Water softening systems** are not required for this building.

Include those items listed in the Mechanical Systems charts at the end of this standard into the construction.

**Water Tap Fee:** The Frankfort Electric and Water Plant Board's standard procedure is to use Frankfort Plant Board (FEWPB) staff to tap the main waterline and run the line to within 18" of the fire/domestic vault. FEWPB costs include the labor and materials to construct the line to the vault, as well as the meter, meter setter, vault lid, and any necessary fire hydrants. Since this project is a build-to-suit, FEWPB expects each offeror may be requesting various ways the offeror anticipates FEWPB to provide water service. In order to prevent developing a new cost estimate for each offeror, FEWPB has provided the following information for potential offerors. Note: these are estimated numbers based on past projects. FEWPB will develop a detailed cost estimate once an offeror is selected, and FEWPB receives the design to be used for the new building.

**Waterline extension to the vault:** \$35/inch/foot (i.e. a 6" line will cost \$210 per foot.)

**Meters** (the below costs include the tap fee, meter, meter setter, and vault lid)

2" Compound: \$5,000

3" Compound: \$5,200

4" Compound: \$6,100

**Fire hydrants** (if requested): \$4,000

Frankfort Electric Water Plant Board Form W-100 is provided as an attachment to this RFP for your convenience. FEWPB uses page 1 to side the meter and pages 2-5 are the specifications for the vault.

**Electrical Standards**

Planning shall include locations of copier, microwaves, coffee machines, and vending machines. Provide as a minimum a separate 20-amp circuit for each device. Provide as a minimum 20-amp dedicated circuits with isolated grounds to all copy machines.

Provide as a minimum isolated ground 20-amp circuits with surge protected receptacles for all main computer hub network equipment and audio-visual equipment. Dedicated isolated-grounded circuits are not required for computer receptacles.

Provide a minimum of a twenty-five (25%) percent spare capacity above maximum demand for future growth of the electrical system.

Planning shall take into consideration the Lessee's electrical power, data systems for each office space. Also consideration shall include security system components including card access systems and any other components included in the security system. The Offeror shall provide electrical power and data outlets, conduit and wiring from IT closets to each office and to each cubicle space as indicated. The Offeror will also provide conduit and wiring from the IT closets to the central point in the Mechanical Room for the electrical service and IT entrances to the building. See elsewhere in this Minimum Building Standards for the security, data, and power requirements to be provided.

Rooms housing electronic infrastructure equipment, including but not limited to VOIP phone data equipment, building automation systems, and security systems shall be on emergency power circuits. Each room is to have a standalone HVAC system that shall provide full heating and cooling, as required, and shall be operable from the emergency generator. Include those items listed in the Electrical Systems charts at the end of this standard into the construction.

**Project Closeout**

The Lessor shall notify the Division of Engineering and Contract Administration (DECA), representing the Lessee, when the work will be Substantially Complete. The Lessor and DECA, representing the Lessee, shall conduct one final construction punch list. This construction punch list is to be published by the Lessor. All concerned parties shall attend a final construction punch list meeting. The Architect/ Engineer will prepare the official punch list documents and distribute to all affected and/or concerned parties. All punch list work shall be completed within 30 days from the date of the punch list publication date.

At the time of Substantial Completion the Lessor/contractor shall provide (or maintain on site where indicated) the following:

Permit certification including all applicable permits. This may include but it is not limited to *Certificate of Occupancy*, general building permit, mechanical permit, HVAC permit, electrical permit, site work permit, *fire alarm and sprinkler system certifications* or any other miscellaneous permits. *Provide copies to DECA and maintain the originals at the building.*

Keys – *maintain any and all keys required to operate the facility at the building in an organized manner. At the end of the term of the lease (with transfer of ownership to the Commonwealth of Kentucky) submit these keys to DECA, representing the Lessee. (An agency sign off is required for transmitted keys.) All remaining specified keys required by the project specifications must be maintained at the project site prior to final project close out and turned over to DECA at the end of the term of the lease (with transfer of ownership to the Commonwealth of Kentucky). (Including but not limited to: fire extinguisher cabinets, fire alarm panels, access doors, cabinets or case work, electrical panels, HVAC control panels or security systems.)*

*At the time of Substantial Completion conduct training of the management team that will maintain the building during the term of the lease. Video tape all training sessions, provide the Commonwealth of Kentucky with a DVD or removable hard drive containing the videos of all training sessions. At the end of the term of the lease (with transfer of ownership to the Commonwealth of Kentucky), provide agency training to be completed to the extent required to properly operate the facility upon turn over to the Commonwealth of Kentucky. An agency sign-off is required.*

O & M Manuals – a minimum of at least 3 copies of all O & M manuals must be submitted *at the end of the term of the lease (with transfer of ownership to the Commonwealth of Kentucky. Until that time, at least one copy of the O & M manuals must be maintained in an orderly fashion at the building.*

Special Tools and Equipment – any special tools, spare parts, accessories, or equipment required to operate the facility must be *maintained at the building site. At the end of the term of the Lease (with transfer of ownership to the Commonwealth of Kentucky), turn over to DECA, representing the Lessee. An agency sign-off is required.*

At Project Close-Out provide the following:

*Where warranties are provided or specified (including be not limited to the roof warranties including flashing and sheet metal work, windows, including glass seal and manufacture warranties, doors, equipment warranties which extend beyond the normal contract guarantees and including any service agreements for elevators, air conditioning units, specialized equipment, computer systems, or other special equipment). Provide copies to DECA and maintain the originals at the building.*

Submit AS-BUILTS on Mylar with stamps and signatures of design professionals to the Commonwealth of Kentucky at Final Completion.

#### Mechanical

Provide posted operation instructions for manually operated mechanical systems. They are to consist of simplified instructions and diagrams for equipment, controls and operations of the systems , including boilers, refrigeration equipment, HVAC controls, hot and chilled water distribution and hot and cold water domestic water. Instructions are to be framed and posted adjacent to the major piece of equipment of the system.

#### **Maintenance and Repair:**

Lessor will be responsible for operations, daily and preventative maintenance of all building systems, insurance of the building and site, snow removal, lawn care, etc. for the full term of the Lease to the Commonwealth.

Lessee will be responsible for utilities, janitorial services (including pest control), and fixtures/furnishings and non-building systems equipment, insurance of contents of the building (renter's insurance), etc. for the full term of the Lease to the Commonwealth.

Maintenance and Repair Requirements shall include but not be limited to:

The Lessor shall maintain the Property, including the building, the building site, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as

is required for the Commonwealth of Kentucky's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease.

Lessor shall be responsible for and shall bear all of the risk and expense of any and all maintenance, repairs and replacements relating to the Land, Building and Leased Premises. Without limiting the generality of foregoing, Landlord shall at its own expense: (i) keep the sidewalks, curbs, entrances, passageways, lobby, halls, stairways, parking lot and areas adjoining the Building, free from snow, ice, rubbish and obstructions; (ii) maintain and make routine and other necessary repairs and replacements to the interior and exterior of Building and the Leased Premises (iii) make plate glass replacements; (iv) be responsible for landscaping the Land, trimming shrubs, leaf removal and lawn cutting; (v) repair, maintain and replace as necessary all Building systems including without limitation all plumbing, electrical, HVAC and elevators; and (vi) make any structural repairs of or replacements to the foundation, walls and roof of the Building and repairs or replacements to any building plumbing system, the parking lot and mechanical and utility systems on the Building or Leased Premises.

Lessor shall be responsible for preventative maintenance of mechanical, electrical and plumbing systems to insure proper function, energy efficiency and operation, including, but not limited to changing filters, lubricating equipment, cleaning coils, replacing lamps in light fixtures, and performing all tests required by Authorities with Jurisdiction. The manufacturer's printed minimum preventative maintenance requirements shall be met on each piece of equipment, including the schedule for the performance of preventative maintenance work.

For the purpose of so maintaining the premises, the Lessor may enter the premises during normal business hours of the Commonwealth. Should the Lessor require access to the building for maintenance purposes outside the normal business hours of the Commonwealth, the Lessor shall obtain approval from the Division of Real Properties in advance of the required access so that the Division of Real Properties can have an opportunity to coordinate the access with the Tenants of the building.

The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc.

The Landlord shall provide response to maintenance issues by the following schedule of response times:

Emergency:	Maintenance required to prevent additional damage to the premises, to mitigate a life-safety issue within the building, or to restore proper operation of a building system that is required for use of the premises. (significant plumbing or fire suppression leak, failure of life-safety equipment, significant roof leak that is causing significant damage, major outage of a critical building system, etc) ** Response shall be within two hours (2) of the notice of need for maintenance.
Non-Emergency (Critical):	Maintenance required to restore proper operation of a building component or non-critical system. (plumbing malfunction of a fixture, issues with controlling environmental comfort that is not life threatening, etc). ** Response shall be within twenty-four (24) hours of the notice of need for maintenance.

Non-critical:	Maintenance required to a building component to mitigate and inconvenience to building occupants (i.e. door not latching properly, lamp replacement in light fixtures, roof leak of a non-critical nature, etc). ** Response to be within three (3) business days of the notice of need for maintenance.
Routine:	Maintenance required to a building element that has been damaged or has deteriorated to a degree of unsightliness or a minor hazard. (i.e. damage to drywall wall, carpet tear or rip, etc). ** Response to be within seven (7) business days of the notice of need for maintenance.

The Commonwealth of Kentucky shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

The Commonwealth of Kentucky shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Commonwealth of Kentucky and may be removed or otherwise disposed of by the Commonwealth of Kentucky. For the purposes of this clause, the leased premises include the land on which the building is sited and the building itself. The Commonwealth of Kentucky shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

\*\*\* See attached charts for other Mechanical and Electrical Requirements.

END OF STANDARDS

**Owner's Project Requirements – Applies to All Mechanical/Electrical/Plumbing**

<b>Reference</b>	<b>All MEP Specifications Requirements</b>
	Provide for the Owner Training requirements identified under the functional performance requirements.
	<b>All MEP Design Requirements</b>
	Access requirements shall be graphically presented for all maintainable equipment.
	Provide access doors to all concealed valves and controls and/or items that require access or maintenance.
	Drawings and schedules shall incorporate provisions for the collection of Record Drawing Information
	Maintain a minimum four (4) inch clearance below all roof decking to mechanical and electrical system components.
	Provide Utility markers for all new utilities and existing utilities.
	<b>All MEP Functional Requirements</b>
	Incorporate the Systems Basis of Design document into the project Systems Manual.
	Prepare a Commissioning Plan utilizing appropriate planning and communication tools, design and construction phase forms and checklist, functional performance testing, statistical inspections, and other appropriate methods to assure the Project functional success.
	All Equipment, piping, ductwork and conduit shall be protected from damage or the introduction of dirt or debris into the system.
	Systems shall be installed in compliance with all current applicable codes and authorities having jurisdiction.
	Provide redundant mechanical system provisions for critical elements (pumps, boilers, chillers, etc.).
	Utility distribution (including building service piping systems) shall be zoned to accommodate reasonable service and emergency isolation provisions.
	Mechanical, electrical and instrumentation tagging and labeling shall be consistent with record drawings.
	Room numbers on record documents and automation graphics shall match actual room numbers applied by Owner.
	Record Drawings shall be complete prior to Owner acceptance of the building.
	Record Drawings shall reflect manufacturer, model number, serial number and DDC



	address of all maintainable equipment on the project.
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### Fire Suppression - Owner's Project Requirements

Reference	Design Requirements
	Sprinkler freezing and condensation considerations shall be addressed, particularly at intake and relief damper locations and in conjunction with dry storage and walk-in freezers and coolers.
	Below grade utility lines shall be clearly and accurately marked with appropriate marker tape.
	Building Sprinkler Systems shall be designed using hydraulic calculation procedures
	Utilization of chemical based fire suppression systems are not permitted without written authorization..
	Include fire protection system flow information on project drawings.
	Sprinkler system zones should correspond with fire alarm zones and be identified on drawings with appropriate control valves, alarm switches, etc.
	<b>Functional Requirements</b>
	Sprinkler systems shall be designed and zoned to facilitate easy testing and maintenance.

### Plumbing - Owner's Project Requirements

Reference	Specification Requirements
	Water treatment program specifications shall be included for all water systems
	All piping systems shall be labeled/identified to the signage requirements of ANSI/ASME A13.1
	<b>Systems Basis of Design Requirements</b>
	Define peak flow conditions used for design
	Define special equipment service requirements
	Define operating temperatures used for design
	<b>Design Requirements</b>
	Provide space/access for equipment replacement. For example, do not place water heaters or water storage tanks behind other equipment, where removal and replacement

	would be impaired.
	Provide dielectric couplings where dissimilar metals are joined or in contact with metal wall penetrations. Dielectric unions are not acceptable.
	Utilize floor sinks in custodial closets
	Custodial closets shall be separated from mechanical rooms
	Loading docks shall have a custodial closet in close proximity.
	Major custodial areas shall include provisions for clothes washing machines and dryers.
	Clothes dryers shall vent to the exterior of the building.
	Plumbing lines shall not be routed on the roof.
	Provide detail showing gas-fired equipment hard piped to point of gas connection.
	Backflow preventers at water entry and as required elsewhere shall be located in readily accessible mechanical spaces. Include upstream strainers and adequate drainage provisions.
	Flexible water hoses supplying appliances or HVAC equipment shall be protected and reinforced with metal braiding of a material appropriate for the application.
	Plumbing fixture and accessories shall be submitted to the User Agency and their operating staff for approval as scheduled in the Design Deliverables Checklist.
	Provide a hose bib at all toilet rooms with multiple fixtures and all shower rooms.
	Below grade utility lines shall be clearly and accurately marked with appropriate marker tape.
	Modular plumbing equipment systems shall be piped in a manner to facilitate removal of one module without disabling operation of the system.
	Sanitary cleanouts shall be furnished with Bronze finish.
	<b>Functional Requirements</b>
	All piping systems shall include provisions for proper draining and venting.
	Laboratories and similar applications shall have chemical resistant plumbing components suitable for the current applications.
	Provide domestic water service hydrants for grounds maintenance.
	Domestic hot water to custodial closet fixtures shall be 140° F
	Major mechanical equipment shall be located in a restricted access area on the ground level of the building.

	Design shall meet the requirements of KRS # 58.200
	All water systems shall include a detailed flushing and cleaning procedure which protects the project equipment

**HVAC - Owner's Project Requirements**

Reference	Systems Basis of Design Requirements
	Define summer and winter outdoor design conditions.
	Define summer and winter indoor design conditions by control zone.
	Define acceptable summer and winter part load conditions range by control zone.
	Define basis of HVAC load & energy analysis calculations.
2003 IECC & ASHRAE 90.1 (2010)	Define minimum energy efficiency requirements.
ASHRAE 55-2004	Define Thermal Environmental Conditions.
ASHRAE Std.55.2	Define air filtration performance requirements.
	Define Building Systems operating set points.
	Define acceptable HVAC related sound levels.
	Define special equipment utility requirements.
	<b>Design Requirements</b>
	Chiller sizing strategy –use two or more chillers to carry full load, plus one chiller for redundancy
	Drawings shall show chiller tube pull space within the chiller room. Space must be adequate for both condenser and evaporator tube pulls. If necessary, overhead doors may be provided to allow pulling space.
	Chillers shall be located so that initial installation (and future replacement) can be accomplished without undue equipment disassembly or architectural demolition. Ideally, the chiller room shall open to an accessible outdoor area.
	Coordinate chiller room requirements with architectural design to make sure adequate openings (e.g. overhead doors) are provided to allow ready chiller installation/replacement access. Verify that column spacing is adequate to allow passage of the largest chiller equipment.

	Building service lines shall not be routed on the roof.
	Two pipe change-over heating and cooling systems are unacceptable.
	<p>For unitary systems (variable-refrigerant, fan coils, heat pumps, etc., outdoor air must be supplied by dedicated outdoor unit(s) that will introduce outdoor air at room-neutral conditions. Do not supply unconditioned outside air directly to a room or room terminal unit.</p> <p><i>Comment: Outdoor air systems usually run constantly, even when individual units are not running. Introducing extremely cold or hot/humid air to spaces is unacceptable. In addition, unitary equipment may not be able to handle institutionally-required outdoor air requirements.</i></p>
DECA CEMCS Interface Standards (latest version)	<p>Building Automation Systems (BAS) shall conform to the latest version of the DECA standards for interfacing with the Commonwealth Energy Management and Control System (CEMCS), a statewide energy reporting and analysis project that became operational in 2012.</p> <p><i>Comment: BAS trend data will be collected and transmitted to CEMCS servers for energy tabulation and operational analysis. Adherence to the CEMCS interface standard will simplify the implementation.</i></p>
	HVAC control sequences shall be written and presented with the Phase A schematic drawings and P&ID diagrams.
	<p>Roof mounted equipment shall be minimized. Preferably, all HVAC equipment shall be located within the envelope of the building.</p> <p><i>Comment: This does not preclude the use of roof-mounted equipment, per se. It does mean that the proposed equipment shall be discussed during early design with DECA and written approval obtained. Concerns include roof access for maintenance, and the ability to replace the roof system with the equipment intact.</i></p>
	Packaged rooftop unitary heating and cooling systems shall not be used as the main HVAC system.
	<b>Administrative Documents Requirements</b>
Record Drawings	Mechanical schedules shall include data, including electrical parameters, for as-installed equipment in lieu of as-specified equipment.
Record Drawings	<p>HVAC control sequences and P&amp;ID diagrams shall be included on the as-built drawings. Placing control sequences in the specifications is unacceptable.</p> <p><i>Comment: This information is most vital to operating staff, both initially and in the future, who wish to become familiar with the building's HVAC system. While drawings tend to be kept around somehow, specifications are often lost and are usually unavailable to building staff.</i></p>

230000-5	P & ID (Piping & Instrumentation Diagram) Requirements.
230000-5	System Airflow Diagram and Air Balance Schedule Requirements.

**Integrated Automation - Owner's Project Requirements**

<b>Division</b>	<b>Specifications Requirement</b>
2500000	<p>HVAC control sequences shall be written and presented with the Phase A schematic drawings and P&amp;ID diagrams.</p> <p><i>Comment: Unfortunately, it is all too common within the design profession to write the control sequences at the last minute and/or let the control vendor write them. The control sequences are the responsibility of the design engineer and can, and indeed MUST be developed during schematic design. One cannot design a system if it is not known how it will be controlled and operated.</i></p>
	<b>Systems Basis of Design Tab</b>
	Building Automation Systems (BAS) shall fully conform to the current ASHRAE BACnet standard.
DECA CEMCS Interface Standard s (latest version)	<p>Building Automation Systems (BAS) shall conform to the latest version of the DECA standards for interfacing with the Commonwealth Energy Management and Control System (CEMCS), a statewide energy reporting and analysis project that became operational in 2012.</p> <p><i>Comment: BAS trend data will be collected and transmitted to CEMCS servers for energy tabulation and operational analysis. Adherence to the CEMCS interface standard will simplify the implementation.</i></p>
	<b>Design Requirements Tab</b>
	General MEP requirements
	<b>Functional Requirement</b>
	General MEP requirements
	<b>Administrative Requirements</b>
Record Drawings	<p>HVAC control sequences and P&amp;ID diagrams shall be included on the as-built drawings. Placing control sequences in the specifications is unacceptable.</p> <p><i>Comment: This information is most vital to operating staff, both initially and in the future, who wish to become familiar with the building's HVAC system. While drawings tend to be kept around somehow, specifications are often lost and are usually unavailable to building staff.</i></p>
	General MEP requirements

**HVAC - Integrated Automation****Central Energy Management and Control System (CEMCS) Introduction****Controls Design Standard and Control Points List Spreadsheet for CEMCS.****An Introduction to CEMCS Requirements with instructions for the A/E/C Community in the use of the CEMCS Control Points List Spreadsheet.****1.0 Introduction:**

Welcome to the Kentucky Division of Engineering and Contract Administration's Controls Design Standards for implementing the Division's requirements to support CEMCS.

CEMCS is a program being implemented by the Commonwealth of Kentucky to actively reduce the energy consumption of the Commonwealth's facilities. In order to support that effort it is apparent that some standardization of the buildings controls systems must occur. This standardization does not relate to the brand of control systems being used; rather the requirements for (a) communicating with the CEMCS database as to format and rate, (b) the control systems architecture required to meet the CEMCS objectives and (c) control point data required to adequately diagnosis the performance of the building's controlled systems.

Requirements for items (a); the communication format and (b); the control system architecture, are presented within the Spreadsheet Tab: "CEMCS System Requirements" of this spreadsheet. These requirements should be familiar to those, within the A/E/C community, accustomed to specifying controls systems.

The requirements of item (c), the CEMCS control points data collection, are considerably more complicated.

1. They require the control system to collect the information needed to diagnose the performance of the building.
2. The control system must trend this data in increments and for durations that are valuable for this diagnosis.
3. The point information must be in a consistent format such that the CEMCS program and staff can readily identify the location and nature of the point data being collected.
4. And finally, there must be some uniformity as to what points are required for the various building systems being controlled.

**1.1 Communication Format and Control System Architecture**

In order to facilitate the requirements of CEMCS, the controls system Designer must incorporate the requirements listed under the spreadsheet tab "CEMCS System Requirements". This architecture and communications format must be incorporated into the project control system specifications.

**1.2 Control Points List Spreadsheet**

The following is a description of how to utilize this CEMCS Control Points List Spreadsheet. This spreadsheet has not been developed as a design tool, although a knowledgeable designer could utilize it as such with some effort and ingenuity. Rather this Design Standard was developed for the purpose of communicating the intent of DECA regarding control system uniformity. As such, its capabilities are limited to this objective and will be an evolving document as new systems become popular or obsolete.

### 1.3 System Selection

This Control Points List Spreadsheet is subdivided into spreadsheets tabs grouped by system type. These system types are currently classified into the following spreadsheet tabs:

#### 1.3.1 System Selection Subcategories

- Room Units (PTAC, Mini-Splits, Fan Coils, Unit Ventilators, WSHP, etc.)
- CW – VAV AHU (Chilled Water, VAV, AHU's)
- Metering and Monitoring
- Exhaust Fans
- 100% OA Units (Makeup Air Units)
- Air Terminal Units
- CW SZ AHU (Chilled Water, Single Zone, AHU's)
- CW DD AHU (Chilled Water, Double Duct, AHU's)
- DX RFT & SS SZ AH (DX Rooftop & Split System, Single Zone Air Conditioning Equipment)
- DX RFT & SS VAV AH (DX Rooftop & Split System, VAV Air Conditioning Equipment)
- Energy Recovery Vent Units (Energy Recovery Ventilating Units)
- Lighting Systems
- Unitary Heat (Radiation, Unit Heaters, Cabinet Heaters, Reheat, etc.)
- Equipment Monitoring Interface
- WSHP Loop Systems (Water Source Heat Pump Loop Systems; Pumps, Boilers, Towers, etc.)
- Chilled Water Systems (Pumps, Chillers, Towers, etc.)
- Hot Water Systems (Pumps, Boilers, etc.)

Within each of the subcategory tabs is a listing of the most common equipment / sub-component configurations encountered in the Commonwealth's facilities for that subcategory. This listing should be considered as extensive but by no means exhaustive in nature. There will be combinations that cannot realistically be incorporated into this document.

These configurations are presented in Column A of each spreadsheet tab. In most cases this list is too lengthy to be effectively searched; therefore each spreadsheet includes an Excel filter provision to simplify the selection process. This filter is also located in Column A within the first 10 rows (typically row 6) and is labeled "Filter List Here". The Designer need only right click on the dropdown arrow to reveal the system sub-components within the current spreadsheet.

For instance under the "Metering and Monitoring" tab the filter drop down allows you to choose among sub-components such as:

- Analog BTU meter
- Analog Chilled Water Energy
- Pulse Chilled Water Energy
- Analog Electric Meter
- Pulse Electric Meter
- Analog Fuel Oil Meter
- Pulse Fuel Oil Meter
- Analog Gas Meter
- Pulse Gas Meter
- Outside Air Conditions / History
- Outside Air Conditions / Degree Day

Upon selecting the appropriate sub-component the spreadsheet filters the points list to only those applicable to the sub-component selected in the filtering provision. (As a practical matter, if the project requires the designer to utilize multiple systems within this spreadsheet, it is more expedient to copy and paste each configuration into another spreadsheet organized specifically for that project.)

## **1.4 Additional Point Information**

### **1.4.1 Agency Point Priority**

Column B of each system subcategory contains another filtering provision headed as "Agency Point Priority". The purpose of this Agency Point Priority column is to communicate what priority to apply to various points which might be included in the Designer's point list specification.

CEMCS requires certain points to be trended; yet there are numerous points which although not required for energy diagnostics, do represent information the Using Agency would like to monitor through CEMCS.

The Designer should also note that the points listed may include points not applicable to the equipment / system being considered. For instance the Gas Heating / Cooling Rooftop points list will include provisions for four stages of heating control which may well be beyond the number of stages available on most packaged rooftop units. It is not intended for the points list to become prescriptive as to accessories or options that might be applied to the referenced item. The Designer is still responsible for the design of the systems and their controls elements.

However certain information is required to achieve the CEMCS goals and the preferences of the Using Agency. Therefore the points list spreadsheet includes the "Agency Point Priority" filter provision. Each point has a priority code attached, ranging from 1 to 4. This priority code is to be interpreted as follows:

1. Required
2. Required where applicable
3. Recommended
4. Recommended where applicable

Therefore the Designer is expected to include within the controls specification the points prioritized as #1 and if in fact the point is applicable those prioritized as #2. The Designer is expected to work with the Using Agency to determine the Agency's preference as to those points prioritized as #3 and where applicable those prioritized as #4.

So if the Designer wishes to view only the points required by CEMCS, the filter would be configured to only the #1 grouping. The more recent spreadsheet program versions include provisions to include or exclude various combinations of the filter selections.

With these steps complete the Designer has a base points list by which the control points list specification may be more fully defined as appropriate to the Owner's Project Requirements.

### **1.4.2 I / O Point Abbreviation**

The next step for the Designer is to apply abbreviations the Controls Programmer can utilize to develop unique point identifiers, such that CEMCS can trend each point in the project. These point abbreviations are to be consistent and recognizable to the CEMCS and Agency staff. Therefore the recommended point abbreviations are included in the spreadsheet. The Designer



is strongly encouraged to utilize these abbreviations presented to describe the project points. The abbreviations have for the most part been extracted from ISA (Instrument Society of America) and the National CAD Standard abbreviations. It is important to DECA, the Using Agencies and to the CEMCS effort for this nomenclature to be used not only in the points list but also within the Sequence of Operations descriptions and within the equipment / device schedules. Guidance for undesignated points may be found within ANSI/SA S5.1-1984 (R 1002) standard or on websites such as [www.engineeringtoolbox.com](http://www.engineeringtoolbox.com) referencing ISA Codes for Process Instrumentation.

Previously the tagging of equipment and control points has been left to the discretion of the Designer. However in support of the CEMCS requirements the Designer will be expected to adopt nomenclature consistent with that presented within this design standard document. The Designer is directed to the CEMCS Spreadsheet subcategory tab "Equipment Tagging Nomenclature" for the MEP equipment nomenclature guidelines presented by this Standard. Deviation from this naming convention on DECA projects requires approval by the Project Manager.

For instance a high static pressure switch in the supply air duct is designated as "SA\_HSP\_S". This communicates the point is located in the "SA" supply air, it is sensing "HSP" high static pressure and is a "S" switch which identifies it as a binary device thus the CEMCS or Agency staff knows to look for a Normal/Fail, or 1/0 value being reported by the BAS. The supply air static pressure sensor on the other hand is designated as "SA\_SP", again "SA" indicating supply air and "SP" sensing static pressure but without the switch designation the staff will now look for an analog value to be reported to the CEMCS database.

When this document does not suggest an abbreviation or nomenclature applicable to a point or device required for the project, the Designer is expected to look to the National CAD Standard or the ISA for guidance. The format of such an item should still be consistent with the format presented within this standard.

#### **1.4.3 P&ID Tag Identification**

It is intended that the project's controls point list be included with the Sequence of Operations and P&ID's ("Process & Instrumentation Diagrams" or flow schematics and instrumentation diagrams) in the project drawing package. The P&ID Tag column in the Controls Points List Spreadsheet is intended to be incorporated into the project's controls point list. Its purpose is to cross reference the P&ID instrument tag with the control point identification.

For instance the supply air temperature for a given air handler will have a point abbreviation of SA\_T and a unique point identifier developed by the controls programmer; however if it fails, the technician wanting to change it will need to know that it is the temperature transmitter designated as TT-503 on the P&ID and within the materials list, so that he will be able to order a replacement and locate it in the system. For this reason where a point is directly related to a device it is intended that the designer include that cross-reference designation in the control points list P&ID Tag column.

#### **1.4.4 Point Location Identifiers**

There are a number of additional identifiers the Designer must provide the controls programmer so that the unique point identifiers will indeed be unique. They are as follows:

KY Archibus Building ID #: Each building operated by the Commonwealth of Kentucky is assigned an asset ID # and is tracked within the Commonwealth's Archibus database. The Designer is to include this ID # within the project's Controls Point List. This ID# can be acquired from the DECA Project Manager.

Building Area Served Identifier: It is recommended that the Designer provide the controls Programmer with a Building Area Served identifier that reflects an appropriate sub-division of a larger building. This identifier is at the Designer's discretion but should be consistent with the projects drawing presentation. For instance if the building consist of multiple floors and multiple wings, the Designer might include a designator for the East wing of the Second Floor as "2E". The intent is to assist the Using Agency in responding to specific non-performing points in a more efficient manner. However, correlating a point to a more specific location, such as a room number, is discouraged; as these more specific designations tend to change with time.

#### **1.4.5 Discipline and Drawing Layer Identifiers**

It is intended that the Discipline and Drawing Layer Identifiers nomenclature be adopted from the National CAD Standard or the standard designated as the drawing standard adopted for the subject project. Deviation from the National CAD Standard requires approval from the Project Manager.

Discipline Identifier: This discipline identifier should be consistent to the project drawing discipline nomenclature, such that the location of the point may be correlated to the unique point name. For instance if all electrical drawings are referenced with an E prefix, and the corresponding points list applies to an electrical device such as a power monitor, then this identifier should be "E". If on the other hand the electrical drawings are divided into sub-disciplines; for instance power is under an EP discipline designator, then "EP" would be the appropriate Discipline identifier for the power monitoring points list.

Drawing Layer Identifier: The National CAD Standard puts forth certain recommendations for managing drawing layers within the project drawings. It is DECA's recommendation that the control points name be associated with the drawing layer that presents the devices associated with the points. The National CAD Standard also suggests the possibility of Major and Minor Layer groups. For instance a point associated with a piece of HVAC Equipment could be associated with a HVAC major layer and an EQPM minor layer.

These designations are now becoming important in the management of drawings within BIM project delivery methods. Therefore the Designer is encouraged to correlate the point devices or equipment with the Drawing Layer Major or Minor Group within the Controls Points List such that the controls Programmer can incorporate this information into the unique point identifier.

#### **1.4.6 System Component Identifier**

The system component identifier is an important element of the unique point name. For CEMCS and the Using Agency to gain full benefit from these point identifiers the system component must be correlated to the point. Typically the System Component is a piece of equipment such as air handling unit "AHU-7" or air terminal unit "VAV-35". This project equipment designation is what is intended for the "System Component Identifier" element.

However, it is incumbent upon the Designer to coordinate the project's equipment designators with the existing equipment tagging. There cannot be two AHU-1's within the same Archibus Building.

#### **1.4.7 I / O Point Unique ID #**

The I / O Point Unique ID# is strictly the domain of the controls Programmer. These numbers require no input from the Designer as to selection. However the Designer is expected to leave fields within the Controls Point List documentation such that the Programmer will record the

Unique ID# assigned to the listed point in the Record Documents. The Designer is likewise responsible to verify this information is captured in those Record Documents.

## 1.5 Summary

The "Controls Points List Spreadsheet is a tool for control systems Designers and Programmers which communicates DECA's intentions for implementing the provisions of CEMCS and providing more uniformity in the control systems product being provided to the Commonwealth's various Agencies.

A brief recap of the steps required for the Designer to use this tool is as follows:

1. Incorporate the Control System Architecture and the CEMCS Communication Format requirements found under tab "CEMCS System Requirements" into the project control system specifications.
2. Identify the project Components and Equipment tagging consistent with the nomenclature presented in the "Equipment Tagging Nomenclature" tab or as referenced in the applicable Drawing Standard.
3. Locate the system sub-category tab in the spreadsheet that applies to the system, component or equipment points list being selected.
4. Within the system sub-category spreadsheet, filter the component / equipment listing in Column A to the points list that best fits your application. If specifying multiple items it is best to copy the current selection to another spreadsheet specific to the project.
5. With your working points list, filter and edit the points list to match the application.
6. If additional points are required for a component, add an appropriate point abbreviation to the "I/O Point Abbreviation" field consistent with the format of this standard's point abbreviations.
7. Where discrete instruments are associated with a point in the project's P&ID or Flow Diagrams, add the instrument's tag identifier into the "P&ID Tag" field. Leave blank if no discrete cross reference applies.
8. Enter the KY Archibus ID# into its field.
9. Enter an Area location reference to the "Building Area Served" field.
10. Enter a Discipline identifier into the "Discipline" field.
11. Enter the drawing layer designations into the National CAD Standard Major Group and Minor Group (if applicable) fields.
12. Enter the system component /equipment tag designation into the "System Component Identification" field.
13. Make provisions in the point list for the controls Programmer to enter the "I/O Point Unique Identifier" into the corresponding field.
14. Verify that all the information is appropriately incorporated into the Record Drawings / Documents.

## CEMCS Requirements for Project Control Specifications

### KY / CEMCS Control System Requirements

1. **Zone Controls (Level 1)** Data shall be uploaded to Field Cabinets (Level 2) at the more stringent requirement of:

- § No less than every two (2) minutes,
- § At the frequency specified in contract documents, or
- § At a rate required to successfully implement the specified sequence of operation.

It is preferred that these systems utilize an open protocol.

§ Lab controls shall meet the requirements of NFPA 45, ANSI z9.5 or other fume hood standards as applicable.

§ Field Cabinets shall be open protocol systems; BACnet is the preferred network protocol, LON is acceptable for smaller buildings where authorized by the using agency.

3. **Front End (Level 3)** The Front End Software shall reside on a PC and/or server, capable of running robust high speed hardware Ethernet data link using open standard TCP/IP connections.

§ BACnet open protocol is a requirement for Level 3

§ Data accumulated from Field Cabinets shall be transferred at 10/100Mbyte/sec unencumbered between the front end and the Commonwealth Office of Technology (COT) database server.

4. **CEMCS Data Transfer** Connectivity Link between the Front End (Level 3) and the Commonwealth Office of Technology (COT) database server. Point Data shall be transferred in SQL Tables to a COT database dedicated to each control system provider.

Like the Level 3 BAS network these connections shall be robust high speed hardware data links like Ethernet using TCP/IP open standard connections. Data on these networks shall run at PC Speeds with virtually no bandwidth restrictions.

For security reasons, it is best that BAS embedded servers provide or serve up data to COT servers. COT best practices security policies state that when connecting servers to the Central FAC database that the most secure connection is when COT is pulling data. In CEMCS, COT servers will pull data at night when network activity is minimal.

5. **CEMCS Point Nomenclature** Each point of control shall be identified with a unique point name consistent with the KY/CEMCS I/O Standard Tag Identification format. This format consist of a multi-component point naming system including:

- i. KY Archibus Building ID #
- ii. Building Area
- iii. Discipline
- iv. Drawing Layer Group
- v. Drawing Layer Sub-Group
- vi. System Component ID
- vii. I/O Point Descriptive Abbreviation
- viii. I/O Point Unique ID #

Reference Example in Each Component / System Spreadsheet Tab

#### Electrical - Owner's Project Requirements

Reference	Design Requirements
	Adequate electrical space shall be provided for maintenance
	In addition to the power utility's billing metering system, "smart" power meters shall be used, at a minimum, to monitor power interval data at every building. Include smart sub-meters for significant process loads (e.g. welding lab at a vocational school) that may need to be accounted for separately. Meters shall be connected to the Building Automation System.
	Where significant quantities of computers are being utilized, the computers shall be served from a color coded power circuit dedicated for computer use.
	Power circuits dedicated for computer server use shall be provided
	Evaluate the location and the need for power surge protection.

	Photocopiers and other significant office equipment loads shall be fed from a dedicated circuit.
	Evaluate the need for electronic ballast with reduced current and voltage harmonic distortion characteristics.
	Evaluate lighting control system requirements.
	Corridor wall outlets shall be spaced no less than 50 feet and served on individual GFI circuit.
	Emergency, isolated ground and other special receptacles shall be identified by specialized cover plates.
	All power wiring shall be #12 THWN minimum.
	Provide phase loss protection on three phase equipment.
	Present average designed foot candle level for each room on project drawings.
	<b>Functional Requirements</b>
	Power and lighting systems shall be designed to limit impact on information and telecommunications systems to levels established in Systems Basis of Design.
	Major electrical equipment shall be located in a restricted access area on the ground level of the building.
	Critical system elements shall be powered by emergency power service.
	All electrical systems elements shall be accessible for service without unreasonable damage to building or grounds.
	Location of electrical equipment shall consider sound levels established in Systems Basis of Design.

#### Communications - Owner's Project Requirements

Reference	Specification Requirements
	<b>General MEP Standards</b>
	Systems Basis of Design Requirements
	Define communication requirements by space
	Define communication requirements of special equipment or other building systems.
	<b>Design Requirements</b>
	Locate cable routing paths on project drawings and identify acceptable cable retaining

	methods and details.
	<b>Functional Requirements Tab</b>
	Provide adequate space for communications room(s).
	<b>Administrative Requirements</b>
	Commonwealth Office of Technology Requirements

**Electronic Safety & Security - Owner's Project Requirements**

<b>Reference</b>	<b>Specification Requirements</b>
	General MEP Standards
	<b>Design Requirements</b>
	Locate cable routing paths on project drawings and identify acceptable cable retaining methods and details.
	Fire alarm zones should correspond with sprinkler system zones and be identified on drawings showing interface to other building system components.
	<b>Functional Requirements Tab</b>
	General MEP Standards
	<b>Administrative Requirements</b>
	General MEP Standards

END OF ADDITIONAL MEP REQUIREMENTS

# Exhibit J

Draft Lease Agreement

Lessee: Commonwealth

Lessor: Successful Offeror

**LEASE AGREEMENT**

**PR-5411 - FRANKLIN COUNTY**

**THIS LEASE AGREEMENT**, made and entered into between **SUCCESSFUL OFFEROR**, \_\_\_\_\_, "**LESSOR**"; and the **COMMONWEALTH OF KENTUCKY**, acting by and through Lori H. Flanery, Secretary of the Finance and Administration Cabinet, Room #301, Capitol Annex, Frankfort, KY 40601, the "**COMMONWEALTH**" or "**LESSEE**;"

**WITNESSETH:**

WHEREAS, the Finance and Administration Cabinet has determined that construction under a "built-to-suit" Lease Agreement as authorized by K.R.S. 56.8161 to 56.8179 and 56.820, of a minimum 364,700 square foot office building to be located within the City limits of Frankfort, would promote the public purposes of the Finance and Administration Cabinet, and would otherwise serve the best interests of the Commonwealth of Kentucky; and,

WHEREAS, the Department of Facilities Management submitted to the Secretary of the Finance and Administration Cabinet a request that the Finance and Administration Cabinet advertise for proposals as authorized by K.R.S. 56.8161, et seq., for construction of such a facility within Frankfort's city limits; and,

WHEREAS, the Secretary of Finance, pursuant to K.R.S. 56.8161, approved the request of the Department of Facilities Management and solicited proposals for construction of the needed office and/or laboratory space; and,

WHEREAS, the Governor, pursuant to K.R.S. 56.8161, approved the request of the Department of Facilities Management and the determination of the Secretary of the Finance and Administration Cabinet by Determination and Finding dated June 16, 2014, whereupon,



the Finance and Administration Cabinet advertised for proposals from interested developers; and,

WHEREAS, it was determined upon review of proposals received in response to the request for proposals that the proposal submitted by Lessor was the best proposal received and it was thereupon determined that it should be accepted;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, it is hereby understood and agreed by and between the Lessor and the Lessee as follows:

This Lease Agreement is entered into between the parties hereto pursuant to K.R.S. 56.820, the provisions of which, in effect on the date hereof, are incorporated herein and made a part of this Lease Agreement by reference. This Lease Agreement is also made and entered into in conformity with of the terms, conditions and stipulations contained in R.F.P. No. 120214, " CONVEYANCE OF COMMONWEALTH LAND TO PRIVATE ENTITY TO FINANCE, DESIGN, DEVELOP, CONSTRUCT, MAINTAIN, OPERATE, AND LEASE TO THE COMMONWEALTH AN OFFICE BUILDING AND RELATED INFRASTRUCTURE, AT SOWER BOULEVARD, FRANKFORT, KENTUCKY. THIS WILL BE A 35 YEAR LEASE, WITH THE PROPEORTY REVERTING TO THE COMMONWEALTH AT THE END OF THE LEASE," as amended or supplemented by ten amendments thereto, issued by the Department for Facilities Management and Support Services, Finance and Administration Cabinet, Division of Contracting and Administration and Division of Real Properties, incorporated herein by reference, the same as if copied verbatim herein;

The Lessor hereby acknowledges that the Lessee has simultaneously herewith delivered a Deed of Conveyance to the following described property, containing 33.9976 acres, including improvements thereon, located in Franklin County, Kentucky, to wit:

#### **BOUNDARY DESCRIPTION**

Commonwealth of Kentucky

Beginning at an iron pin set at the southeast corner of Lot 1 of the Frankfort Research and Office Park as recorded in Cabinet E, page 93 in the Office of the Franklin County Clerk. Said point being in the west right-of-way of Sower Boulevard, 50' from the centerline;

Thence along the proposed right-of-way of Sower Boulevard the following three calls,

1. South 0 degrees 35 minutes 37 seconds East for 23.23 feet to an iron pin set,

2. Thence with a curve to the right for an arc distance of 312.00 feet to an iron pin set, said curve having a radius of 325.00 feet, and whose long chord bears South 26 degrees 54 minutes 31 seconds West for 300.16 feet,
3. Thence South 54 degrees 24 minutes 39 seconds West for 20.79 feet to an iron pin set,

Thence with a new division line the following two calls,

1. South 35 degrees 35 minutes 21 seconds East for 427.00 feet to an iron pin set,
2. Thence South 0 degrees 00 minutes 00 seconds East for 647.99 feet to an iron pin set in the west line of the Electric and Water Plant Board property (DB 536-Pg 027);

Thence along the west line of the Plant Board property South 5 degrees 23 minutes 47 seconds West for 892.65 feet to an iron pin with cap found Survey #3350 in the southeast corner of said Frankfort Research and Office Park;

Thence along the south line of said Frankfort Research and Office Park the following 16 calls,

1. North 64 degrees 30 minutes 50 seconds West for 43.97 feet to a point,
2. Thence North 25 degrees 37 minutes 49 seconds West for 30.23 feet to a point,
3. Thence North 63 degrees 23 minutes 26 seconds West for 356.07 feet to a point,
4. Thence North 55 degrees 57 minutes 58 seconds West for 188.72 feet to a point,
5. Thence North 69 degrees 57 minutes 36 seconds West for 44.92 feet to a point,
6. Thence North 45 degrees 46 minutes 01 seconds West for 112.60 feet to a point,
7. Thence North 78 degrees 26 minutes 32 seconds West for 123.38 feet to a point,
8. Thence North 56 degrees 50 minutes 36 seconds West for 50.83 feet to a point,
9. Thence South 82 degrees 18 minutes 16 seconds West for 78.67 feet to a point,
10. Thence North 71 degrees 55 minutes 58 seconds West for 43.55 feet to a point,
11. Thence North 60 degrees 37 minutes 09 seconds West for 133.57 feet to a point,
12. Thence South 79 degrees 55 minutes 17 seconds West for 151.98 feet to a point,
13. Thence South 78 degrees 49 minutes 12 seconds West for 98.61 feet to a point,
14. Thence North 53 degrees 31 minutes 11 seconds West for 76.93 feet to an iron pin with cap found;
15. Thence South 79 degrees 21 minutes 59 seconds West for 196.65 feet to an iron pin with cap found;
16. Thence South 87 degrees 31 minutes 21 seconds West for 81.96 feet to the southwest corner of said Frankfort Research and Office Park,

Thence along the west line of said Frankfort Research and Office Park, North 1 degree 01 minutes 20 seconds East 1030.90 feet to a point at the southwest corner of said Lot 1;

Thence with the south line of said Lot 1, North 88 degrees 41 minutes 43 seconds East for 954.76 feet to POINT OF BEGINNING.

The parcel described above contains 33.976 acres more or less, as surveyed by Joe Grider on 4/29/2014. Being the same property conveyed to the Commonwealth of Kentucky by Deed of Conveyance from the City of Frankfort and lodged for record on April 15, 1991 in the Franklin Clerk's Office, Deed Book 373, Page 613.

1. As required by the terms and conditions of R.F.P. No. 120214, as amended, and as provided by K.R.S. 56.820, the Lessor covenants and agrees that it shall construct these improvements and appurtenant facilities on said tract in strict compliance with the terms of the afore-mentioned R.F.P., as amended, and Lessor's proposal in response thereto, as supplemented with Lessor's best and final proposal, and hereby leases, lets and demises said improvements and appurtenances to the Lessee for the term as set forth in Paragraph 4 of this Lease Agreement. At the end of the construction period (\_\_\_\_\_, 2016), the Lessor may reconvey, at no cost, to the Commonwealth that unused portion of the 33.976 acres by deed of conveyance with general warranty.

3. The initial term of this lease shall commence on the date the building to be constructed on the above described property is accepted for occupancy by the Commonwealth, but not later than thirty (30) days after the Lessor's architect has certified that construction of the building has been completed, and shall extend through the 30th day of June of the second year of the then current fiscal biennium of the Commonwealth of Kentucky. The Lessee shall have successive options to extend the term of the lease for two (2) year periods after expiration of the initial lease term until the lease has been extended for a total of \_\_\_\_\_ years from the effective date, by which time the total cost of erection of the building and appurtenances shall be fully amortized. The options to extend the Lease shall be deemed exercised unless the Lessee gives the Lessor written notice not later than May 1, prior to the expiration of the initial or the then current biennial extension term that the option to extend will not be exercised for the next ensuing biennial period. If the option to extend the Lease is not exercised, Lessee shall be deemed to have exercised its option to purchase the Leased Premises pursuant to Section 4. During the initial term of the lease agreement or any renewal thereof, title to the land, all building(s), structures, additions, changes, and other improvements, including fixtures, shall remain with the Lessor. All

building(s), structures, additions, changes and other improvements, including fixtures, erected or placed on the leased premises, shall remain thereon. At the expiration or termination of the lease agreement, any and all such land, building(s), structures, additions, changes and other improvements shall be conveyed by the Lessor to the Lessee. Prior to conveyance of the property to the Lessee, both parties shall complete a walk-through inspection of the building(s) and property to determine what, if any, repairs, etc. must be completed by the Lessor prior to conveyance of the property to the Lessee. Additionally, at the end of the lease term and prior to conveyance of the improved property, the Lessee expects the Lessor to provide to the Lessee a minimum five year warranty on the roof of the building(s).

4. The Lessor hereby grants to the Lessee an option to purchase the Leased Premises at the expiration of the initial or any subsequent extension term for a price which shall be the balance of the total cost of erection of the building and appurtenances not amortized by the payments of rent previously made by the Lessee (for purposes of clarification, such price is set forth in the amortization schedule, attached hereto and made a part hereof as Exhibit A, under the heading "Early Buy-out Option" for the corresponding month that such option is exercised). Such option must be exercised, if at all, on or before May 1 of the year in which the initial or then current biennial term is set to expire. In the event of the exercise of the option to purchase, or in the event that the lease is extended for the full number of years contemplated by and provided for in Paragraph 3, the Lessor shall convey the Leased Premises to the Lessee in fee simple with covenant of general warranty of title, free of any liens or encumbrances arising since the date that Lessor acquired the Leased Premises from Lessee.

5. Subject to the provisions in Paragraph 4, above, the Lessee agrees to pay annual rent for the Leased Premises during the period commencing with the effective date

of this Lease Agreement, through June 30, 20\_\_\_\_, of \$\_\_\_\_\_ per square foot, or \$\_\_\_\_\_ annually including amortization cost for long-term financing. The \$\_\_\_\_\_ shall be the "Total Annual Lease Cost" during such period or periods. The rent shall be paid in advance in quarterly installments and shall be sent by United States Mail, first class postage paid, in time to reach the Lessor at its above mailing address not later than the 15th day of each month after the commencement of the initial lease term.

6. The Lessor shall not be authorized to convey the Leased Premises to a third party except with the written consent of the Commissioner of the Department of Facilities Management and the Secretary of the Finance and Administration Cabinet. Such consent shall not be required, however, in the case of a mortgage of the property by the Lessor for the purpose of obtaining financing for construction of the improvements; provided, that any such mortgage shall contain a provision authorizing the Commonwealth to pay off the mortgage or otherwise cure the Lessor's default in its performance of the terms and conditions of any mortgage. In connection with any such mortgage, Lessee shall execute a Subordination, Non-Disturbance and Attornment Agreement in the form previously provided to Lessee by Lessor's lender.

7. The Lessor shall maintain the Leased Premises in good repair and tenantable condition, for the life of this Lease Agreement, to include but not be limited to the "Maintenance and Repair Requirements, attached hereto and made a part hereof as "Exhibit B," casualty insurance for the building and site required to be maintained and paid for by Lessor pursuant to Section 8, snow removal, landscape, and lawn care. The Lessee shall pay all costs and expenses associated with utilities for the Leased Premises, and janitorial services (including pest control), fixtures/furnishings for the structure, non-building systems equipment, insurance of the contents of the building (renter's insurance).

8. The Lessor shall keep the Leased Premises insured for its full insurable value against damage or destruction by fire, windstorm, earthquake or other casualty through a solvent insurance company authorized to do business in Kentucky. All such insurance coverage shall name the Commonwealth as additional insured. If the Leased Premises are partially destroyed or damaged by fire or other casualty rendering not more than twenty five percent (25%) of the Leased Premises either untenable or undesirable for habitation by the Lessee or its sub-lessees, Lessee may suspend this Lease by giving written notice to the Lessor within 15 days after such partial destruction or damage, and, if so suspended, no rent shall accrue to the Lessor after the date of such partial destruction or damage until after such damage is repaired and Leased Premises are considered tenantable by the Commonwealth. If the Leased Premises are destroyed or damaged by fire or other casualty rendering more than twenty five percent (25%) of the Leased Premises either untenable or undesirable for habitation by the Lessee or its sub-lessees, Lessee may terminate this Lease by giving written notice to the Lessor within 15 days after such destruction or damage, and, if so terminated, no rent shall accrue to the Lessor after the date of such termination. Upon such termination, Lessee shall exercise its option to purchase the Leased Premises and shall pay to Lessor the purchase price calculated in accordance with Section 5; provided, that any proceeds payable under Lessor's casualty insurance policy shall be paid to Lessor and credited against the purchase price; provided, further, that if the proceeds payable under Lessor's casualty insurance policy exceed the purchase price, Lessee shall be entitled to retain such excess. Lessee shall maintain and pay for liability insurance with respect to the Leased Premises in amounts customary for Lessee's activities conducted thereon. All such insurance coverage shall name Lessor as additional insured.

9. The Lessor agrees that it shall commence construction of the improvements with delivery of this Lease Agreement by the Lessee. The Lessee agrees to an extension of

time to commence construction where the cause for delay is beyond the control of the Lessor. After beginning construction, the Lessor will diligently prosecute construction of the building to completion according to the requirements of R.F.P. No. 120214, as amended, and the construction schedule associated therewith. The rights and duties of the Lessor and Lessee with respect to construction of the improvements, including provisions addressing liquidated damages should the construction schedule not be met, shall be governed by R.F.P. No. 120214, as amended.

10. It is the intention of the parties hereto that this Lease Agreement shall not supersede, but shall be complementary to the terms and conditions of R.F.P. No. 120214, as amended, and this Lease Agreement shall be read in conjunction with such R.F.P. In the event of a conflict between a provision of this Lease Agreement and a provision of the R.F.P., this Lease Agreement shall prevail. If any provision of this Lease Agreement shall be held by a Court of competent jurisdiction to conflict with or be invalid under any statute or principle of law in effect in this Commonwealth, such Lease provision shall be construed so as to harmonize with the requirements of the statute or principle of law if it is possible to do so, but if that cannot be done, the invalidity of such provision shall not affect the remainder of this Lease Agreement and this Lease Agreement shall be construed and enforced as if it did not contain such provision.

11. Notices by the Lessor to the Lessee, and by the Lessee to the Lessor, shall be delivered by the means set forth in the R.F.P. Notices to the Lessor shall be addressed to OFFEROR, at the address shown above, or to such other mailing address as the Lessor may hereafter indicate in writing. Notices to the Lessee shall be addressed to the Secretary, Finance and Administration Cabinet, Commonwealth of Kentucky, Room 383 Capitol Annex Building, Frankfort, Kentucky 40601.

14. If the Lessor materially defaults in the provisions of this Lease Agreement and does not cure the same within sixty (60) days written notice from Lessee, the Lessee may at any time after the expiration of such sixty (60) day period and while such default continues, upon thirty (30) days written notice delivered to the Lessor, declare the term of this Lease Agreement ended and enter into possession of the Leased Premises. Upon such instance of default and termination of the Lease Agreement, the Lessor shall peacefully surrender possession and execute a General Warranty Deed to the Leased Premises in favor of the Lessee.

15. The Lessor, the contractor, as that term is defined in K.R.S 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the service.

16. The parties hereby acknowledge that Lessee has the right to terminate this Lease Agreement upon thirty (30) days written notice pursuant to the provisions contained



in K.R.S. 56.806(6). The parties acknowledge that this right is in addition to Lessee's right to purchase the Leased Premises pursuant to Section 5. In the event the Lessee exercises its rights under K.R.S. 56.806(6), it shall pay to the Lessor the purchase price calculated in accordance with Section 5. The parties further acknowledge that this Lease Agreement is not subject to K.R.S 56.806(4) or (5).

IN TESTIMONY WHEREOF, the Lessor and the Lessee have subscribed hereto for convenience as of the date hereinbefore set forth but actually on the dates shown in the notary's acknowledgement of their respective signatures.

LESSOR:

SUCCESSFUL OFFEROR

\_\_\_\_\_  
By:

COMMONWEALTH OF KENTUCKY

COUNTY OF \_\_\_\_\_

I, the undersigned, certify that the foregoing Lease Agreement, was produced before me in my said County and State and duly acknowledged and sworn to by \_\_\_\_\_, as Lessor, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KY

REVIEWED AS TO FORM &  
LEGALITY AND  
Prepared by:

LESSEE:  
  
APPROVED:

\_\_\_\_\_  
Patrick McGee, Attorney  
Finance & Administration Cabinet  
Room 392, Capitol Annex  
702 Capitol Avenue  
Frankfort, Kentucky 40601  
502-564-6660

\_\_\_\_\_  
Lori H. Flanery, Secretary  
Finance & Administration Cabinet

COMMONWEALTH OF KENTUCKY

COUNTY OF FRANKLIN

I, the undersigned, certify that the foregoing Lease Agreement, was produced before me in my said County and State and duly acknowledged and sworn to by Lori H. Flanery, Secretary of the Finance and Administration Cabinet, as Lessee, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KY

EXAMINED:  
Counsel to Governor:

APPROVED:  
COMMONWEALTH OF KENTUCKY:

\_\_\_\_\_  
STEVEN L. BESHEAR, GOVERNOR

## Exhibit K

Source Deed of Conveyance between  
City of Frankfort (Grantor) and  
Commonwealth of KY (Grantee)  
Sower Boulevard Property

## DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE, made and entered into by and between the CITY OF FRANKFORT, Frankfort, Kentucky, acting by and through its Mayor, Houston Wells, whose mailing address is 315 West Second Street, Frankfort, Kentucky 40601, hereinafter referred to as "the Grantor" and the COMMONWEALTH OF KENTUCKY, for the use and benefit of the Finance and Administration Cabinet, whose mailing address is Room 301, Capitol Annex Building, Frankfort, Kentucky 40601, hereinafter referred to as "the Grantee."

## WITNESSETH:

That for and in consideration of the FIVE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$575,000.00), cash in hand, the sufficiency of which is hereby acknowledged, the Grantor has bargained and sold and does hereby grant and convey to the Grantee, its successors and assigns in fee simple, a tract of land containing 44.379 acres, situated in Franklin County, Kentucky, said tract being more particularly described as follows:

A tract of land located in Franklin County, Kentucky, South of the East-West Connector in the Frankfort Research and Office Park being designated as Lot #4.

Beginning at a monument in the West property line approximately 1175 feet South of the South East-West Connector Right of Way, said point being common corner of Lot #1 of the Frankfort Research and Office Park and in the property line at East-West Connector, Inc.; thence with Lot #1 North 88 degrees 37 minutes 29 seconds East, 955.33 feet, to a monument being in the West Right of Way line of Sower Boulevard; thence North 88 degrees 37 minutes 29 seconds East, 100.0 feet, to a point in the East Right-of-Way line of Sower Boulevard, said point also being the South West corner of Lot #3; thence with the property line of Lot #3 South 72 degrees 49 minutes 14 seconds East, 717.86 feet, to a point in the property line of Lot #5; said point also being the property corner of Lot #3; thence with Lot #5 South 5 degrees 19 minutes 30 seconds West, 1334.71 feet, to a point on the bluff above Trumbo Bottom; thence meandering with the most pronounced rock out cropping approximately 50 feet below the crest of the hill the following calls: North 63 degrees 55 minutes 51 seconds West, 44.09 feet; North 25 degrees 42 minutes 16 seconds West, 30.23 feet; North 63 degrees 27 minutes 53 seconds West, 356.07 feet; North 56 degrees 02 minutes 25 seconds West, 188.72 feet; North 70 degrees 02 minutes 03 seconds West, 44.92 feet; North 45 degrees 50 minutes 28 seconds West, 112.60 feet; North 78 degrees 30 minutes 59 seconds West,

FILED

APR 15 10 30 AM '91

DONALD C. HULETTE, CLERK

I, DONALD C. HULETTE, CLERK OF THE FRANKLIN COUNTY COURT DO CERTIFY THAT THIS DEED WAS COLLECTED AS TAX ON THIS DEED.

DONALD C. HULETTE, BY

614

123.38 feet; North 56 degrees 55 minutes 03 seconds West, 50.83 feet; South 82 degrees 13 minutes 49 seconds West, 78.67 feet; North 72 degrees 00 minutes 25 seconds West, 43.55 feet; North 60 degrees 41 minutes 36 seconds West, 133.57 feet; South 79 degrees 50 minutes 50 seconds West, 151.98 feet; South 78 degrees 44 minutes 45 seconds West, 98.61 feet; North 53 degrees 50 minutes 23 seconds West, 77.10 feet; South 79 degrees 18 minutes 47 seconds West, 196.48 feet. South 87 degrees 16 minutes 16 seconds West, 82.26 feet, to a point said point being an 18" hackberry tree common to the East-West Connector, Inc. line; thence with the common line North 0 degrees 56 minutes 32 seconds East, 1031.30 feet to the point of beginning, containing 44.379 acres.

All according to a survey prepared by James H. Baker, Kentucky Registered Professional Engineer #6099. Being the same tract of land designated as Lot #4 on a Final Subdivision Plat of the Frankfort Research and Office Park, dated July 20, 1990, and prepared by James H. Baker, located in Cabinet E, Page 93, in the Office of the Franklin County Clerk.

Being a portion of the same land conveyed to the City of Frankfort by Ralph C. Carpenter and Alice H. Carpenter, his wife, by Deed dated September 11, 1989, and recorded in Deed Book 362, Page 256, in the Office of the Franklin County Clerk.

This conveyance is subject to the following easements:

- (1) 20 feet Utility Easement adjacent to the West property line;
- (2) 10 feet Utility Easement adjacent to the North property line and Lot #1;
- (3) 10 feet Utility Easement adjacent to the Northeast property line and Lot #3;
- (4) 75 feet Utility Easement along the East property line belonging to KU Electric Transmission Line adjacent to Lot #5; and
- (5) 10 feet Utility Easement runs along the top of the bluff for A.T. & T. cable.

TO HAVE AND TO HOLD, the above-described property, with improvements and appurtenances thereunto belonging to the Grantee, its successors and assigns in fee simple. The Grantor warrants that it is vested with good and marketable title to the subject property, that its title thereunto is free and unencumbered by any mortgage or other enforceable lien, and that it warrants generally and will defend against all claims to its title thereto.

#### CONSIDERATION CERTIFICATE OF GRANTOR

The City of Frankfort, acting through its Mayor, Houston Wells, hereby certifies that the consideration reflected in this

615

Deed of Conveyance as set forth hereinabove is the full consideration paid for the property hereby conveyed.

IN TESTIMONY WHEREOF, the Grantor, City of Frankfort, Kentucky, acting by and through its Mayor, Houston Wells, pursuant to the authority vested in him by City Commission Order #4 dated February 25, 1991, has executed this Deed of Conveyance including the foregoing Consideration Certificate on this the 15<sup>th</sup> day of April, 1991.

GRANTOR:  
CITY OF FRANKFORT

By: Houston Wells  
Houston Wells, Mayor  
City of Frankfort

CONSIDERATION CERTIFICATE OF GRANTEE

The undersigned agent of the Commonwealth of Kentucky, Finance and Administration Cabinet, hereby certifies that the consideration reflected in this Deed of Conveyance as set forth hereinabove is the full consideration paid for the property hereby conveyed.

GRANTEE:  
COMMONWEALTH OF KENTUCKY

By: John M. Smith  
John M. Smith  
Name  
Mgr. Finance & Admin  
Title

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY )  
COUNTY OF FRANKLIN ) SS

I, the undersigned, certify that the foregoing Deed of Conveyance, including the Consideration Certificate of Grantor, was acknowledged before me by Houston Wells, Mayor of the City of Frankfort, this the 15 day of April, 1991.

J. C. Howell  
Notary Public, State-at-Large

My Commission expires:

3-13-93

6112

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY )  
 ) SS  
COUNTY OF FRANKLIN )

I, the undersigned, certify that the foregoing Consideration  
Certificate of Grantee was acknowledged before me by  
John M. Smith, (Name), Mr. Finance, (Title), Agent of the  
Commonwealth of Kentucky, Finance and Administration Cabinet.

A. C. Howell  
Notary Public, State-at-Large

My Commission expires: 3-18-73

This Instrument Prepared By:

Warren O. Nash, III  
Warren O. Nash, III, Attorney  
Finance and Administration Cabinet  
Room 314, Capitol Annex Building  
Frankfort, Kentucky 40601

STATE OF KENTUCKY )  
COUNTY OF FRANKLIN ) SCT.

I, DONALD C. HULETTE CLERK OF SAID  
COUNTY COURT, HEREBY CERTIFY  
THAT THE FOREGOING INSTRUMENT  
HAS BEEN DULY RECORDED Land  
BOOK 372 PAGE 613 IN MY  
SAID OFFICE. 4-15-71

DONALD C. HULETTE, CLERK  
BY [Signature] D.C.

# Exhibit L

## Minority Business Enterprise Participation Form



RETURN THIS FORM FILLED OUT WITH PHASE I SUBMITTAL

MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION

- 1.01 **CERTIFICATION OF MBE:** Any MBE utilized pursuant to this Section shall be certified as an MBE by one of the following: Kentucky Transportation Cabinet or other state Transportation agencies, the Louisville Metropolitan Sewer District, the Kentucky Minority Supplier Development Council or other state Minority Supplier Development Councils, the Kentucky Certification Cooperative, or the Small Business Administration.
- 1.02 **OBLIGATION OF BIDDER/CONTRACTOR:** Bidder/Contractor shall make a good faith effort to meet the MBE contract goal set by the Commonwealth by including MBE's as subcontractors and/or material suppliers on 10% of the total estimated cost of the Contract. The failure to meet the foregoing goal shall not result in disqualification from bidding or being awarded a contract. However, Bidders/Contractors not meeting the MBE goal shall be expected to provide written proof of their good faith efforts. Award of the contract shall be conditioned upon satisfaction of the requirements established by this section. The Bidder/Contractor shall attempt to divide the work in the contract to facilitate use of MBE's (however, there is no requirement that the work be artificially divided or divided in a way that raises the bid price of the Bidder/Contractor).
- 1.03 **PROOF REQUIRED:** Each bidder shall furnish written proof in their bid package that they reached the MBE participation goal for this Contract, or of their good faith efforts to meet the MBE participation goal. A copy of each participating MBE's certification shall accompany the required forms. All submissions shall be subject to verification of the Commonwealth.
- A. Proof that the apparent successful bidder reached the MBE goal shall consist of the following and shall be made on form MB-2-A, attached hereto:
1. The names and addresses of MBE firms that will participate in the contract;
  2. A description of the work each named MBE firm will perform;
  3. The dollar amount of participation by each named MBE firm;
  4. The percentage amount of participation by each named MBE firm;
- B. Proof that the apparent successful bidder made a good faith efforts to meet the MBE participation goal may include the following:
1. Advertisement by the Bidder/Contractor of MBE contracting opportunities associated with this contract in at least one of each of the following periodicals: a periodical in general circulation throughout the Commonwealth, a trade periodical focused on MBE contractors/suppliers in general circulation throughout the Commonwealth, and a minority-focused periodical in general circulation throughout the Commonwealth. The Bidder/Contractor shall include copies of the dated advertisements in his bid package;
  2. Written notice of MBE opportunities in this contract to at least five pertinent MBE's at least seven days prior to the bid opening date. Copies of the written notices shall be included in the bid package;
  3. The Bidder/Contractor's response(s) to those MBE's who requested plans, specifications and/or contracting requirements. Copies of said responses shall be included in the bid package;
  4. Documentation on form MB-2-B of good faith negotiations with at least three MBE's, with no rejection of a qualified MBE without sound reason, including price quotes that are above other subcontractor's price quotes;
  5. Utilization of the Finance and Administration Cabinet's Office of Equal Employment Opportunity and Contract Compliance for referrals to organizations that assist in locating MBE's. Proof of use of such referrals and contacts made as a result thereof shall be included in the bid package.

## MINORITY BUSINESS AVAILABILITY VERIFICATION

\_\_\_\_\_ does commit itself that on the following project:

\_\_\_\_\_  
NAME OF COMPANY\_\_\_\_\_  
PROJECT NAME\_\_\_\_\_  
BID INVITATION NUMBER\_\_\_\_\_  
ENGINEERING FILE NUMBER

The Bidder agrees to furnish information required by the Commonwealth of Kentucky to indicate the Minority Business which it intends to utilize. Breach of this commitment constitutes breach of the Bidder's contract if awarded.

\_\_\_\_\_  
NAME OF MINORITY BUSINESS\_\_\_\_\_  
TELEPHONE\_\_\_\_\_  
TYPE OF WORK\_\_\_\_\_  
DOLLAR VALUE\_\_\_\_\_  
PERCENT\_\_\_\_\_  
MINORITY CLASSIFICATION

The undersigned shall enter into a formal agreement with the minority business firms for work listed in this schedule conditioned upon execution of a contract with the Commonwealth of Kentucky.

Minority business firms listed above by the Bidder and accepted by the Owner and the Architect/Engineer shall be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Owner and the Architect/Engineer. The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Bidder to the commitment herein set forth.

Signature and title of authorized official of the company and the data shall be properly executed on this document or the bid will be deemed nonresponsive.

\_\_\_\_\_  
NAME OF AUTHORIZED OFFICER\_\_\_\_\_  
TITLE\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATE

If you are bidding as a General Contractor on this project i.e. direct bidding and a Minority as defined herein, please provide a copy of your MBE Certification.

\_\_\_\_\_  
Submit with Bid.

(Please copy additional Minority Business Availability Forms as necessary.)

MB-2-B

# MINORITY BUSINESS UNAVAILABILITY VERIFICATION

I, \_\_\_\_\_, \_\_\_\_\_ (TITLE)

of \_\_\_\_\_ (PRIME BIDDER)

certify that on \_\_\_\_\_ I contacted the following minority owned business by: (circle one) Certified Mail, Phone, In Person to obtain a bid for work items to be performed on the Contract.

MINORITY	CONTRACTOR	WORK ITEMS SOUGHT	FORM OF BID SUPPORT (I.E., UNIT PRICE, MATERIALS LABOR & LABOR ONLY)

To the best of my knowledge and belief, said minority owned business was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or unable to prepare a bid, for the following reason(s):

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_ was offered an  
(NAME OF MINORITY BUSINESS)

opportunity to bid on the above-identified work on \_\_\_\_\_ by

(SOURCE)

The above statement is a true and accurate account of why I did not submit a bid on this project.

(SIGNATURE OF MINORITY BUSINESS)

(TITLE)

(DATE)

Submit with Bid if Applicable.  
(Please copy additional Minority Business Unavailability Forms as needed.)

# Exhibit M

## Ownership Disclosure Form

# OWNERSHIP DISCLOSURE STATEMENT

- I. Please list below all persons that have an ownership interest in this property leased by the Commonwealth. If the property owner is a corporation, business trust, or partnership (per KRS 56:809), list the name of the corporation, business trust, or partnership and then list all persons having five percent (5%) or more ownership interest in such entities to include silent or limited partners. The lessor furthermore agrees to notify the Commonwealth of all persons involved in any change or transfer of ownership of five percent (5%) or more to include silent or limited partners. Non-compliance may result in termination of the lease agreement.

Identify Lessor as:

- ☐ Individual      ☐ Sole Proprietorship      ☐ Partnership/Joint Venture      ☐ Estate  
☐ Corporation      ☐ Public Service Corp.      ☐ Government/Non Profit Agency

Identify Social Security Number or Federal ID Number for Lessor: \_\_\_\_\_

<u>Name</u>	<u>Home Address</u>	<u>Social Security Number</u>	<u>% of Ownership</u>
-------------	---------------------	-------------------------------	-----------------------


(If more space is needed, please attach separate sheet)

- II. Are there any of the owners of this lease, listed heretofore, and/or their immediate relatives (Father, Mother, Sister, Brother, Son, Daughter, Spouse) an officer or employee of any state agency, board, commission, etc..?

☐ YES    ☐ NO    If yes, please list:

<u>Owner</u>	<u>Full Name of Relative &amp; Social Security Number</u>	<u>Agency, Board or Commission</u>	<u>Title</u>
--------------	---	------------------------------------	--------------

--	--	--	--

(If more space is needed, please attach separate sheet)

- III. We are submitting the information requested and certify it to be accurate:

AUTHORIZED AGENT OF THE LESSOR: \_\_\_\_\_

TITLE: \_\_\_\_\_ TYPED NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

DAYTIME TELEPHONE: \_\_\_\_\_

\*\* NOTARY: \_\_\_\_\_ NOTARIZED THIS DATE: \_\_\_\_\_

COMMISSION EXPIRES: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

Did you fill out all the blanks? Please recheck.  
 \*\* Form notarized with SEAL?